

**CITY OF LIGHTHOUSE POINT  
REQUEST FOR PROPOSAL**

Sealed proposals will be received until Wednesday, April 26, 2023, at 2:00 p.m. local time in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064. Subject to Florida's public records laws, Proposals will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk:

**“MUNICIPAL LANDSCAPE SERVICES”  
RFP NO. 2023-001**

The CITY desires to hire a contractor to perform work concerning landscape services in City right-of-way and adjacent to municipal facilities. The selected firm will be expected to provide landscape services on highway medians and right of ways, roundabout, canal ends, municipal entranceways, adjacent to municipal buildings, and others as designated. Specific services include:

- Grass cutting and trimming
- Cutting and trimming of planting areas, bushes, and hedges
- Weeding of bushes and flower beds
- Tree trimming
- Fertilization and insect control
- Providing and installing mulch
- Removal and disposal of all landscape clippings, leaves, and debris
- Maintenance of traffic
- Other landscape services as requested by the City

The CONTRACTOR shall furnish all of the materials, tools, equipment, supplies, and labor necessary to perform the work. CONTRACTOR represents to CITY, with full knowledge that CITY is relying upon these representations when submitting a proposal, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services requested. CONTRACTOR shall be certified by the Florida Department of Transportation to operate in the public right-of-way.

**A NON-MANDATORY PRE-PROPOSAL CONFERENCE** will be held in the City Commission Chambers, located at 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064 at 2:00 p.m., local time, on Wednesday, April 5, 2023.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk. This proposal is also advertised on [www.Demandstar.com](http://www.Demandstar.com).

It will be the sole responsibility of the proposer to clearly mark proposal as such, and ensure that the proposal reaches the CITY prior to the opening date and time listed. One (1) original, four (4) copies, and one (1) flash drive must be submitted in sealed packaging and clearly marked **“SEALED PROPOSAL RFP NO. 2023-001 – MUNICIPAL LANDSCAPE SERVICES”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a proposal is received will be resolved against the proposer. Proposals will not be accepted from anyone who obtains the proposal documents from any other party.

A certified check, cashier's check, bank officer's check, or bid bond for ten percent (10%) of the annual bid, made payable to the City of Lighthouse Point, shall accompany each proposal.

Pursuant to Florida law, all responses to this REQUEST FOR PROPOSAL are exempt public records until thirty (30) days after opening, or award of proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject proposals and re-advertise.

Office of the City Clerk  
Advertised: March 26, 2023

## SECTION 1: INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposal or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **QUALIFICATIONS OF PROPOSERS:** No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point. The Proposer must possess at least three (3) years demonstrated experience in landscape services in work similar or larger than the work anticipated in this project. The Proposer must have sufficient qualified staff to complete the work in the time required.

2. **PERSONAL INVESTIGATION:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

3. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of specifications, proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Administrator or designee as to such interpretation.

4. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Proposer. Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his proposal as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify that he has all addenda before submitting his proposal.

5. **PUBLIC ENTITY CRIMES** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a bid.

7. **LEGAL CONDITIONS:** Proposers are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point, including without limitation those relating to landscape services. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer expenses.

8. **FORMS OF PROPOSALS:** Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original, four (4) copies, and one (1) flash drive must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked **"SEALED PROPOSAL RFP NO. 2023-001 –**

**MUNICIPAL LANDSCAPE SERVICES.”** The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time.

9. **BID BOND:** A certified check, cashier's check, or bank officer's check, or bid bond for the sum of ten percent (10%) of the annual bid, made payable to the City of Lighthouse Point, Florida, or bid bond in such amount, must accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into an Agreement with the City within thirty (30) days upon award of the proposal. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Proposer will furnish the specified work identified in the Request for Proposal. The check or bond accompanying the proposal of the Successful Proposer will be returned to the Successful Proposer after the actual start date of the performance of work. The checks or bid bonds of the unsuccessful proposers will be returned upon the acceptance of the proposal of the Successful Proposer, so long as the proposers have not forfeited such.

10. **FILLING IN PROPOSALS:** All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal.

11. **PROPOSALS FIRM FOR ACCEPTANCE:** Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City of Lighthouse Point for a period of ninety (90) days from the date of proposal opening. Should Proposer withdraw a proposal for any reason within the above time period, it shall forfeit the bid bond should it do so.

12. **WITHDRAWALS:** Any Proposer may, without prejudice to himself, withdraw their proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained, and any such withdrawal, or attempt to modify or explain a proposal, shall result in the forfeiture of the bond.

13. **CAUSES FOR REJECTION:** No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Administration, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the Proposal informal.

14. **REJECTION OF PROPOSALS:** The City reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Proposals and re-advertise.

15. **AWARD OF PROPOSAL:** The City will award the Proposal to the most responsible and responsive lowest Proposer as determined by the Selection Committee. In the event the proposer does not execute an Agreement with the City within thirty (30) days upon award of the proposal or provides information that the proposer cannot do so, the award may be canceled and awarded to the next rated responsible proposer at the discretion of the City Commission. The City will have the right to pursue its legal remedies, including a

claim on the bid bond. Such proposer shall fulfill every stipulation as if the original party to whom award was made. If this occurs, the second rated proposer shall fulfill every stipulation as if the original party to whom award was made.

16. **AGREEMENT:** The Proposer to whom award is made shall execute a written agreement to do the work. The form of Agreement is attached hereto, and will include specific insurance and indemnification requirements. Any questions or concerns about the Agreement must be submitted within the same deadline as requests for interpretations above. The Successful Proposer will be expected to sign the Agreement as provided herein.

17. **PAYMENT:** Payment will be made when all work is completed to the satisfaction of the City Administrator or designee. Successful Proposer can submit payment requests no more than monthly.

18. **AUDIT OF CONTRACTOR'S RECORDS:** Upon award, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Request for Proposal provisions. Failure of the proposer to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that his subcontractor will provide access to his records pertaining to the project upon request by the City.

19. **PRE-PROPOSAL CONFERENCE:** A non-mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 NE 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, at 2:00 p.m., on Wednesday, April 5, 2023

20. **QUESTIONS ABOUT THE RFP:** Questions regarding the project or the proposal process shall be directed in writing to the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064 or by email to [LHPAdmin@lighthousepointfl.gov](mailto:LHPAdmin@lighthousepointfl.gov) or by fax 954-784-3446 no later than Monday, April 17, 2023 at 2:00 p.m. local time. *Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.*

**21. LOBBYIST:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897, requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City.

Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

## **SECTION 2: GENERAL INFORMATION**

1. The City of Lighthouse Point is interested in obtaining proposals for the services of an experienced municipal landscape contractor. The CITY wants a contractor that takes extreme pride in their work and will maintain the landscape areas in an excellent manner. The selected firm(s) will supply all labor, materials, equipment, and debris removal.

2. The initial Contract period will be for one year (1) year. The Agreement can be extended for four (4) additional one (1) year periods. During the last extension year of the Agreement, the Agreement can be amended to extend the contract period for five (5) additional one (1) year periods upon approval of the CITY Commission.

3. Allowable work time is Monday through Friday, from 8:00 a.m. to 5:00 p.m.

4. Contractor will have the required equipment for the job specified. Contractor is required to supply a list of all related equipment owned by the company. The manufacturer, model, capacity, and age of the

equipment shall be listed on the roster. The City of Lighthouse Point reserves the right to inspect and reject any of all equipment listed on the roster deemed to be unsuitable for work to be done.

5. It is the responsibility of the contractor to conduct a visual on-site inspection of the project prior to submitting a proposal for consideration. In addition, Contractor and City personnel will meet prior to the commencement of work for project planning purposes.

6. Contractor shall maintain the work area, and keep free of trash and debris.

7. Contractor shall be responsible for repairs or replacements of plants, materials, sprinkler heads, and property damaged by the contractor during the performance of work. Replacement and/or repairs of damaged property will be at Contractor expense and must meet the satisfaction of the City and the property owner. Contractor shall immediately contact the City of any damaged property during the project time.

### **SECTION 3: SCOPE OF WORK**

1. The Contractor is responsible for performing an on-site inspection to determine conditions and work requirements. Proposals received from vendors who have not performed an on-site inspection, prior to submitting the Proposal, may be disqualified. The successful Proposer will be required to provide municipal landscape services. Areas to be serviced include highway medians and right of ways, roundabout, canal ends, municipal entranceways, adjacent to municipal buildings, and others as designated. The Contractor shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to perform the municipal landscape services work. Contractor represents to City with full knowledge that City is relying upon these representations when submitting a Proposal, that Contractor has the professional expertise, experience, and manpower to perform the landscape services requested. The Contractor will bear all costs associated with the Project. The replacement of turf grass, shrubs, hedges, and trees that are damaged or die from actions of the CONTRACTOR will be replaced by the CONTRACTOR at their expense. Vegetation that has died from no fault of the CONTRACTOR will be replaced by CONTRACTOR as determined by CITY with a separate allowance provided by CITY, as may be needed from time to time. Project areas include:

- Medians and right-of-way on Federal Highway from NE 24<sup>th</sup> Street to NE 54<sup>th</sup> Street
- Medians on Sample Road from Federal Highway to right-of-way east of Lighthouse Drive
- City entranceways at NE 39<sup>th</sup> Street, NE 48<sup>th</sup> Street, and NE 49<sup>th</sup> Street
- Roundabout at Lighthouse Drive and Marina Drive
- Canal ends and grassed area located on NE 39<sup>th</sup> Street east of Lighthouse Drive
- City right of way and canal end along NE 21<sup>st</sup> Terrace from NE 48<sup>th</sup> Street to NE 49<sup>th</sup> Street
- City right of way at the NE, NW, and SW corners of the intersection of NE 39<sup>th</sup> Street and Lighthouse Drive
- City Hall, Police Department, Fire Department/EOC, old Fire Station, John Trudel Community Center, Community Center Parking Lot, and Dixon Ahl Hall

2. Cutting all areas identified in Exhibit A, which is a map of the work area, as specified at a minimum of thirty-six (36) times annually: Two (2) times in January, February, November, and December. Three (3) times in March, April, May, June, July, August, September, and October. These dates are subject to weather conditions and may be rescheduled if necessary to accommodate climatic changes. CITY reserves the right to modify schedules as deemed necessary. Mowing and trimming will be done in a neat, orderly, and customary fashion with mowing height maintained at 3.5"- 4" and cut with sharp blades to leave a clean cut. CONTRACTOR will make every effort to cut all grass areas with mulching lawnmowers and the use of weed eaters will be kept to a minimum. Swales, hills, or berms that cannot be maintained with a standard mower will be trimmed with a weed eater as appropriate. The roadways, walkways, parking areas, planting beds, utility pads, and the like shall be mechanically edged to provide a uniform line. Roadways, walkways, parking areas will be cleaned of any clippings. Clipping will be collected and disposed of by CONTRACTOR. Hard surfaces will be blown clean. Blowing landscape debris in storm drains and canals is prohibited.

3. Trimming established shrubbery, hedge material and ground cover included within this Agreement at a minimum of monthly using correct horticultural practices. Trimming will be conducted more frequently as needed. CONTRACTOR is responsible to maintain all areas in a trimmed manner.
4. Weeds and undergrowth shall be removed and selective herbicides shall be used in conjunction with hand-pulling to maintain beds in weed-controlled environment. Weed control shall be performed at a minimum of monthly. Weed control will be conducted more frequently as needed.
5. All planting beds will be covered and maintained with fresh looking mulch at all times. Mulch will be provided by CONTRACTOR at least twice per year and as needed. Mulch must meet or exceed Broward County specifications. All beds and hedges services will be performed to completion throughout all project areas. Each month crew will return on consecutive days until all areas have been serviced, weather permitting.
6. Removing dead, damaged, or hanging palm fronds to a height of fourteen feet (14') and nuisance hardwood branches, reachable from the ground with a pole saw to a height of ten feet (10'), at each grass cutting and trimming, in conjunction with a regularly scheduled maintenance service as set by CONTRACTOR.
7. Trimming of all project area trees and palms one (1) time per year.
8. Turf grass, shrubs, hedges, palms, and trees fertilized four (4) times per year as determined by CONTRACTOR with coated fertilizers appropriate to plant species and/or turf grass condition. A palm fertilizer in the form of slow release pellets and contains roughly 8 to 9 percent Nitrogen, 2 to 3 percent Phosphorus, 11 to 12 percent Potassium plus trace elements. Because palms are highly prone to several potentially fatal micronutrient deficiencies, any fertilizer applied to them should contain 1-2% Iron and Manganese, plus trace amounts of Zinc, Copper, and Boron to prevent these deficiencies. This is commercially available with NPK ratios of (12-4-12) or (8-2-12). The application rate for established palms is eight ounces (half pound) per inch of trunk diameter. Palms shall be treated with Manganese, Magnesium, or Potassium as appropriate for the deficiency. CONTRACTOR can use different fertilizers upon approval of the CITY.
9. Turf grass and planting bed areas will be maintained free of weeds. Weed and feed shall be used as needed. Turf grass areas shall be treated for fire ants, chinch bugs, grubs, and diseases where needed. Plants and shrubs shall be treated for insects and diseases where needed. As problems are located through routine inspections, chemicals appropriate to the plant and the identified insect to be used per direction. Leaves will be removed from turf grass and planting beds.
10. Fertilizers and pest control products to be spread with consideration for water sources and other sensitive areas to avoid products entering water sources. All sidewalks, driveways, and blacktop are to be blown free of products immediately upon application. The products shall not be sprayed or scattered into the City waterways at any time.
11. Landscape services include the removal and disposal of all landscape clippings and debris, and incidental litter and debris not caused by CONTRACTOR. This does not include trash dumped by outside parties in piles larger than roadside litter or debris resulting from severe storms or fallen trees. CONTRACTOR shall not be responsible for policing, picking up, removing or disposing of certain materials that may be hazardous materials or biohazards. CONTRACTOR shall only be obligated to report any observations of potential hazard materials or biohazards to the CITY for appropriate removal.
12. CONTRACTOR will supply all equipment, vehicles, labor, safety equipment and signage, and supervisory personnel needed to fulfill this Agreement. A supervisor will be available on site at all times while cutting crews and/or trimming crews are performing services under this Agreement. All Contractor personnel will be in uniform at all times while performing services under the scope of this Agreement. Uniforms shall include pants, shirts, shoes, and safety vests or similar reflective markings on clothing.
13. All workers performing services shall be employees of CONTRACTOR, unless previously approved in

writing as a Subcontractor by the CITY, and said employees will be covered accordingly by CONTRACTOR'S insurance, including Worker's Compensation.

14. CONTRACTOR is responsible for, and shall repair promptly, within a reasonable timeframe damage to CITY Property caused by CONTRACTOR, as determined by CITY and CONTRACTOR, such as sprinklers, signs, lights, landscape, and hardscape, etc.

15. CONTRACTOR agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the CITY may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the CITY.

16. CONTRACTOR is responsible to survey all work areas every time they are serviced for dangerous and/or hazardous conditions, such as tripping hazards, holes, hazardous trees, downed wires, etc. and immediately inform CITY of said conditions.

17. CONTRACTOR shall be certified by the Florida Department of Transportation to operate in the public right-of-way and shall employ Maintenance of Traffic (MOT) equipment in the work zone as required.

18. CONTRACTOR must observe all project areas at least weekly to ascertain the areas are not being overgrown with weeds.

#### **SECTION 4: INSURANCE REQUIREMENTS**

Contractor will have the proper insurance coverage and documents for this type of project as set forth in the Agreement, which will include:

1. Comprehensive General or Commercial Liability: Contractor shall provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall provide Two Million Dollar (\$2,000,000.00) annual aggregate Comprehensive General Liability coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

2. Worker's Compensation: Contractor shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Contractor shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Contractor's work force in accordance with State Statutes.

3. Business Automobile Liability: Contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The City shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the City annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

4. Certificates of Insurance: Before commencing performance of the Agreement, the Contractor shall furnish the City of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance

as specified above, which shall contain the following:

- a) Name of insurance carrier(s)
- b) Effective and expiration dates of policies
- c) Thirty (30) days written notice by carrier of any cancellation or material change in any policy
- d) Duplicate Policy or Certificates of Insurance stating that the interests of the City of Lighthouse Point, Florida, is included as an additional named insured, and specifying the project/location.

Such insurance shall apply despite any insurance which the City of Lighthouse Point may carry in its own name.

5. Subcontractor Insurance: Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

## **SECTION 5: INDEMNITY**

As set forth in the Agreement, the Contractor agrees to protect, defend, indemnify, and hold harmless the City of Lighthouse Point, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the Work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of any Contractor, subcontractor or any of the Contractor's agents, servants, or employees during the performance of the Work before the estimates have become due under this Contract, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

## **SECTION 6: SELECTION PROCESS**

The Selection Committee will evaluate the proposals, written qualifications, references, technical information, and company information provided by Proposers, as contained in their submittals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for the Committee's review. Proposers may be asked to make a presentation to the Selection Committee. Proposers will not be permitted to remain in the meeting while other Proposers are making presentations. The score shall be determined by the Committee at a meeting, which pursuant to Florida law is exempt from public meeting requirements. The Selection Committee will rank proposers on a weighted score. The City will award the proposal to the most responsive and responsible lowest proposer.

### **Scoring Criteria**

<b>Criteria</b>	<b>Weight</b>
Experience of Company and References	20 %
Selection Committee	20%
Price	60%



<b>Total</b>	<b>100 %</b>
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**Experience of Company and References (20%):** The degree to which the Proposer has demonstrated experience in providing quality landscaping services. References provided.

**Selection Committee (20%):** Determined on meeting the needs of the City.

**Price (60%):** Price must include all services identified in the RFP.

## **SECTION 7: GOVERNING LAW**

Interested Contractors will agree that the contracts shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## **SECTION 8: PROPOSAL PACKAGE**

Each Proposer is required to complete and submit the following information with their proposal:

- A. Proposal Form
- B. Summary of Qualifications
- C. Drug-Free Workplace Certification of Compliance
- D. Non-Collusion Affidavit
- E. Scrutinized Company Certification, pursuant to Florida State Statute 287.135
- F. E-Verify Form, pursuant to Florida Statute 448.95
- G. Documentation from State of Florida Division of Corporations confirming the Proposer authorized to do business in the State of Florida
- H. Bid Bond
- I. Additional Information such as qualifications, references, technical information, and company information, etc.

**ATTACHMENT A**

**“Municipal Landscape Services”  
RFP 2023-001**

**PROPOSAL FORM**

Proposal of

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address, City, State, Zip, Phone Number)

TO: City of Lighthouse Point  
Attention: City Clerk  
2200 N.E. 38<sup>th</sup> Street  
Lighthouse Point, FL 33064

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Proposer further declares that he has examined the Request for Proposal and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and he has read all addenda prior to the opening of Proposals, and the he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to begin the project no later than thirty (30) days of the issuance of the Notice to Proceed, and complete the project no later than ninety (90) days after the Notice to Proceed.

Bidder: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**CONTRACTOR MUST BID ALL ITEMS**

Table 1

SERVICE	RATE	X	MULTIPLY FACTOR	=	TOTAL
Grass cutting and trimming	Year 1: Year 2: Year 3: Year 4: Year 5:	X	36	=	Year 1: Year 2: Year 3: Year 4: Year 5:
Plantings, bushes, and hedges cutting and trimming	Year 1: Year 2: Year 3: Year 4: Year 5:	X	12	=	Year 1: Year 2: Year 3: Year 4: Year 5:
Weeding of bush and flower beds, includes fresh mulch	Year 1: Year 2: Year 3: Year 4: Year 5:	X	12	=	Year 1: Year 2: Year 3: Year 4: Year 5:
Tree trimming	Year 1: Year 2: Year 3: Year 4: Year 5:	X	1	=	Year 1: Year 2: Year 3: Year 4: Year 5:
Fertilization and insect control	Year 1: Year 2: Year 3: Year 4: Year 5:	X	4	=	Year 1: Year 2: Year 3: Year 4: Year 5:
Other	Year 1: Year 2: Year 3: Year 4: Year 5:				Year 1: Year 2: Year 3: Year 4: Year 5:
<b>TOTAL</b>					Year 1: Year 2: Year 3: Year 4: Year 5:

Total amount stated in words: \_\_\_\_\_

**ATTACHMENT B**

**SUMMARY OF QUALIFICATIONS**

Number of years your company has been in business as a contractor: \_\_\_\_\_

List of similar projects, locations, and dates of completion:

Project	Location	Date Completed	Contact Name/Phone #
---------	----------	----------------	----------------------


Has this company ever failed to complete work awarded to it? \_\_\_\_\_. If yes, where, when and why?

\_\_\_\_\_

Have you personally inspected the location of the proposed work? \_\_\_\_\_

Will this company be using subcontract labor? \_\_\_\_\_ If yes, name of primary subcontractor.

\_\_\_\_\_

Does this company own the equipment needed to perform this work? \_\_\_\_\_

Will this company need to rent additional equipment? \_\_\_\_\_

Provide a list of tools and equipment that will be used on this project. \_\_\_\_\_

Provide Written Description Qualifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attached Company Brochure or Fact Sheet (if available).

Insurance limits:

- A. Workmen's Compensation -  
limit per accident \$ \_\_\_\_\_
- B. Comprehensive General Liability -  
limit per occurrence \$ \_\_\_\_\_
- C. Business and Automotive liability-  
limit per occurrence \$ \_\_\_\_\_
- D. Other: \$ \_\_\_\_\_

(Contractor will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? \_\_\_\_\_

If yes, name of Parent company. \_\_\_\_\_

Names of principals or officers:

Name	Title
------	-------

Name	Title
------	-------

Names of principals or officers of Parent Company, if any:

Name	Title
------	-------

Names of principals or officers of Primary Subcontractor, if any:

Name	Title
------	-------

PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name, Title

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**

**DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE**

The undersigned Contractor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify 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 violations.
3. Give each employee engaged in providing the contractual services that are under proposal a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under proposal, 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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer'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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA                    )  
                                                  ) SS:

COUNTY OF \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing AGREEMENT as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NOTARY SEAL

\_\_\_\_\_  
(Notary Signature)

# NON-COLLUSION AFFIDAVIT

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful Agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Date \_\_\_\_\_

Signature of Notary Public

**ATTACHMENT E**

**CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

Certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Proposer of the City's determination concerning the false certification. The Proposer shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Proposer does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Proposer Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## ATTACHMENT F

### **E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

Project Name: Municipal Landscape Services

Project No.: RFP 2023-001

#### 1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Proposer.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subProposers/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and

Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### 2. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ on behalf of \_\_\_\_\_ . He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 NOTARY PUBLIC

\_\_\_\_\_  
 (Name of Notary Typed, Printed or Stamped)

## AGREEMENT

### **Municipal Landscape Services**

THIS IS AN AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between:

CITY OF LIGHTHOUSE POINT, a Florida municipal corporation,  
hereinafter "CITY,"

and

\_\_\_\_\_, INC., a Florida corporation,  
hereinafter "CONTRACTOR."

### WITNESSETH:

**WHEREAS**, Request for Proposals, Project No. RFP No. 2023-001, Municipal Landscape Services (Project) was advertised on March 26, 2023, and advised that sealed proposals would be received at the City Clerk's Office until April 26, 2023 at 2:00 p.m.; and,

**WHEREAS**, the sealed proposals that were received were opened and read aloud in the City Clerk's Office, at 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida; and,

**WHEREAS**, the Municipal Landscape Services Selection Committee met and reviewed and evaluated the proposals received; and,

**WHEREAS**, CONTRACTOR has been determined to be the most responsible and responsive lowest priced proposer for the Project; and,

**WHEREAS**, the City Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR to perform Municipal Landscape Services; and,

**WHEREAS**, CITY has determined that entering into this Agreement with CONTRACTOR for the Project contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the CITY; and,

**WHEREAS**, CITY and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for Municipal Landscape Services thereby beautifying the CITY's landscaped areas on the right-of-way and adjacent to municipal buildings (hereafter referred to as the "Project"); and,

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

**1.0 RECITALS.** The foregoing "WHEREAS" clauses are true and correct and are hereby ratified by the parties.

**2.0 DEFINITIONS.** Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 2.1 Owner Representative - John D. Lavisky, City Administrator, or his designee, who shall have such duties and responsibilities as provided herein and by law. If he shall cease to hold the position, it shall be the person so designated by the Mayor of the CITY.
- 2.2 Agreement - The written agreement between the CITY and CONTRACTOR covering the Work to be performed for the Project, including other Contract Documents that are attached to the Agreement or made a part thereof.
- 2.3 Contract Time – The time frame for the Project.
- 2.4 CITY - The CITY and its assigns, with which CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- 2.5 Contract Documents - The Contract Documents, to be completed by the parties through this Agreement, include this Agreement, Notice to Proceed, Certificate(s) of Insurance, additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives issued on or after the effective date of the Contract.
- 2.6 CONTRACTOR Representative – \_\_\_\_\_, or his designee, who shall have such duties and responsibilities as provided herein.
- 2.7 Contract Price – The unit price tables identified in Exhibit B.
- 2.8 CONTRACTOR - CONTRACTOR that provides all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to provide municipal landscape services.
- 2.9 Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.
- 2.10 Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 2.11 Field Order - A written order issued by City Administrator, or his designee, which orders minor changes in the Work but which does not involve a change in Unit Price.
- 2.12 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR obligations under the Contract Documents.
- 2.13 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 2.14 Subcontractor - An individual, firm or corporation having a direct Contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 2.15 Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

2.16 Unit Price - An amount stated in the Contract as a price per unit measurement for labor for the Work as described in the Contract Documents.

2.17 Work - Work is the result of performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used or incorporated in the work as required by the Contract Documents.

2.18 Work Directive - A written directive to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by the City Administrator or his designee ordering an addition, deletion, or revision in the Work. A Work directive shall not change the Unit Price included in Exhibit B, but, it can add additional unit pricing for additional resources needed that were not anticipated when the Agreement was executed. Work Directives can be issued for unforeseen circumstances in the best interests of the health, safety, and welfare of the citizens and residents of the CITY.

2.19 Written Amendment - A written amendment of the Contract Documents, approved by the CITY Commission and signed by CITY and CONTRACTOR on or after the Effective Date of the Agreement that adds significant work or changes to terms and conditions.

2.20 Written Notice - Shall be deemed to be duly served if delivered in person to the individual or to an officer of the Corporation for whom it is intended, if delivered at or sent by certified mail, return receipt requested, to the last business address known to him who gives notice. Facsimile, electronic or telephonic transmission shall not be considered as written notice.

### **3.0 CONTRACT DOCUMENTS**

3.1 The Contract Documents, incorporated herewith, comprise the entire Agreement between CITY and CONTRACTOR and consists of elements, to be completed by the parties through this Agreement, including Exhibit A, which is a map of the work area and Exhibit B, which is the CONTRACTOR'S proposal to this Agreement, the Notice to Proceed, Certificate(s) of Insurance, and any additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives. RFP 2023-001, Municipal Landscape Services, as well as Contractor's Response to the extent not in conflict with this Agreement, are incorporated in its entirety into this Agreement.

3.2 This Agreement and the Contract Documents listed in Paragraph 3.1 comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Florida.

3.3 The intent of the Agreement is to describe a functionally complete Project, to be completed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their

consultants, agents or employees from those set forth in the Contract Documents.

3.4 CITY will not modify the terms and conditions to the Contract Documents except in a manner allowed by the Agreement. CONTRACTOR covenants and agrees that CITY shall not be responsible for the costs above those set forth herein unless the same are set forth in a Written Amendment or Work Directive approved pursuant to the terms of this Agreement. Any and all modifications to terms and conditions issued by the authority of an entity not a party to this Agreement shall not be compensated by CITY.

3.5 The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by the City Administrator, or his designee, by a written interpretation or clarification, or Field Order.

3.6 Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the Work is to be performed.

#### **4.0 SCOPE OF WORK**

4.1 CONTRACTOR is required to provide municipal landscape services. Areas to be serviced include highway medians, roundabout, canal ends, municipal entranceways, areas adjacent to municipal buildings, and others as designated. The Contractor shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to perform the municipal landscape services work. CONTRACTOR represents to CITY with full knowledge that CITY is relying upon these representations when entering into the Agreement. CONTRACTOR has the professional expertise, experience, and manpower to perform the landscape services requested. The CONTRACTOR will bear all costs associated with the Project. The replacement of turf grass, shrubs, hedges, and trees that are damaged or die from actions of the CONTRACTOR will be replaced by the CONTRACTOR at their expense. Vegetation that has died from no fault of the CONTRACTOR will be replaced by CONTRACTOR as determined by CITY with a separate allowance provided by CITY, as may be needed from time to time. Project areas include:

- 4.1.1 Medians and right-of-way on Federal Highway from NE 24<sup>th</sup> Street to NE 54<sup>th</sup> Street
- 4.1.2 Medians on Sample Road from Federal Highway to right-of-way east of Lighthouse Drive
- 4.1.3 City entranceways at NE 39<sup>th</sup> Street, NE 48<sup>th</sup> Street, and NE 49<sup>th</sup> Street
- 4.1.4 Roundabout at Lighthouse Drive and Marina Drive
- 4.1.5 Canal ends and grassed area located on NE 39<sup>th</sup> Street east of Lighthouse Drive.
- 4.1.6 City right of way along and canal end along NE 21<sup>st</sup> Terrace from NE 48<sup>th</sup> Street to NE 49<sup>th</sup> Street
- 4.1.7 City right of way at the NE, NW, and SW corners of the intersection of NE 39<sup>th</sup> Street and Lighthouse Drive
- 4.1.6 City Hall, Police Department, Fire Department/EOC, old Fire Station, John Trudel Community Center, Community Center Parking Lot, and Dixon Ahl Hall

4.2 Cutting all areas identified in Exhibit A as specified at a minimum of thirty-six (36) times annually: Two (2) times in January, February, November, and December. Three (3) times in March, April, May, June, July, August, September, and October. These dates are subject to weather conditions and may be rescheduled if necessary to accommodate climatic changes. CITY reserves the right to modify schedules as deemed necessary. Mowing and trimming will be done in a neat, orderly, and customary fashion with mowing height maintained at 3.5"- 4" and cut with sharp blades to leave a

clean cut. CONTRACTOR will make every effort to cut all grass areas with lawnmowers and the use of weed eaters will be kept to a minimum. Swales, hills, or berms that cannot be maintained with a standard mower will be trimmed with a weed eater as appropriate. The roadways, walkways, parking areas, planting beds, utility pads, and the like shall be mechanically edged to provide a uniform line. Roadways, walkways, parking areas will be cleaned of any clippings. Clipping will be collected and disposed of by CONTRACTOR. Hard surfaces will be blown clean. Blowing landscape debris in storm drains and canals is prohibited.

4.3 Trimming established shrubbery, hedge material and ground cover included within this Agreement at a minimum of monthly using correct horticultural practices. Trimming will be conducted more frequently as needed. CONTRACTOR is responsible to maintain all areas in a trimmed manner.

4.4 Weeds and undergrowth shall be removed and selective herbicides shall be used in conjunction with hand-pulling to maintain beds in weed-controlled environment. Weed control shall be performed at a minimum of monthly. Weed control will be conducted more frequently as needed.

4.5 All planting beds will be covered and maintained with fresh looking mulch at all times. Mulch will be provided by CONTRACTOR as needed. Mulch must meet or exceed Broward County specifications. All beds and hedges services will be performed to completion throughout all project areas. Each month crew will return on consecutive days until all areas have been serviced, weather permitting.

4.6 Removing dead, damaged, or hanging palm fronds to a height of fourteen feet (14') and nuisance hardwood branches, reachable from the ground with a pole saw to a height of ten feet (10'), at each grass cutting and trimming, in conjunction with a regularly scheduled maintenance service as set by CONTRACTOR.

4.7 Trimming of all project area trees and palms one (1) time per year.

4.8 Turf grass, shrubs, hedges, palms, and trees fertilized four (4) times per year as determined by CONTRACTOR with coated fertilizers appropriate to plant species and/or turf grass condition. A palm fertilizer in the form of slow release pellets and contains roughly 8 to 9 percent Nitrogen, 2 to 3 percent Phosphorus, 11 to 12 percent Potassium plus trace elements. Because palms are highly prone to several potentially fatal micronutrient deficiencies, any fertilizer applied to them should contain 1-2% Iron and Manganese, plus trace amounts of Zinc, Copper, and Boron to prevent these deficiencies. This is commercially available with NPK ratios of (12-4-12) or (8-2-12). The application rate for established palms is eight ounces (half pound) per inch of trunk diameter. Palms shall be treated with Manganese, Magnesium, or Potassium as appropriate for the deficiency. CONTRACTOR can use different fertilizers upon approval of the CITY.

4.9 Turf grass and planting bed areas will be maintained free of weeds. Weed and feed shall be used as needed. Turf grass areas shall be treated for fire ants, chinch bugs, grubs, and diseases where needed. Plants and shrubs shall be treated for insects and diseases where needed. As problems are located through routine inspections, chemicals appropriate to the plant and the identified insect to be used per direction. Leaves will be removed from turf grass and planting beds.

4.10 Fertilizers and pest control products to be spread with consideration for water sources and other sensitive areas to avoid products entering water sources. All sidewalks, driveways, and blacktop are to be blown free of products immediately upon application.

4.11 Landscape services include the removal and disposal of all landscape clippings and debris, and incidental litter and debris not caused by CONTRACTOR. This does not include trash dumped by outside parties in piles larger than roadside litter or debris resulting from severe storms or fallen trees. CONTRACTOR shall not be responsible for policing, picking up, removing or disposing of certain materials that may be hazardous materials or biohazards. CONTRACTOR shall only be obligated to report any observations of potential hazard materials or biohazards to the CITY for appropriate removal.

4.12 CONTRACTOR will supply all equipment, vehicles, labor, safety equipment and signage, and supervisory personnel needed to fulfill this Agreement. A supervisor will be available on site at all times while cutting crews and/or trimming crews are performing services under this Agreement. All Contractor personnel will be in uniform at all times while performing services under the scope of this Agreement. Uniforms include pants, shirts, shoes, and safety vests or similar reflective markings on clothing.

4.13 All workers performing services shall be employees of CONTRACTOR, unless previously approved as a Subcontractor by the CITY, and said employees will be covered accordingly by CONTRACTOR'S insurance, including Worker's Compensation.

4.14 CONTRACTOR is responsible for, and shall repair promptly, within a reasonable timeframe damage to CITY Property caused by CONTRACTOR, as determined by CITY and CONTRACTOR, such as sprinklers, signs, lights, landscape, and hardscape, etc.

4.15 CONTRACTOR agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the CITY may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the CITY.

4.16 CONTRACTOR is responsible to survey all work areas every time they are serviced for dangerous and/or hazardous conditions, such as tripping hazards, holes, hazardous trees, downed wires, etc. and immediately inform CITY of said conditions.

4.17 CONTRACTOR shall be certified by the Florida Department of Transportation to operate in the public right-of-way and shall employ Maintenance of Traffic (MOT) equipment in the work zone as required.

4.18 CONTRACTOR must observe all project areas at least weekly to ascertain the areas are not being overgrown with weeds.

## **5.0 CONTRACT PERIOD**

The effective date of the Contract will begin on June 1, 2023 or upon execution of this Agreement, whichever is later. The initial Contract period will be for one year (1) year expiring on May 31, 2024 or one year upon execution of the Agreement by both parties, whichever is later. The Contract can be extended for four (4) additional one (1) year periods with the written approval of the CITY Administrator and CONTRACTOR executed no less than thirty (30) days prior to the expiration date. During the last extension year of the Agreement, the Agreement can be amended upon approval of the CITY Commission to provide for five (5) additional one (1) year extension periods. The CITY Administrator can negotiate and approve reasonable price adjustments during any extension contract year. CONTRACTOR agrees that all Work shall be prosecuted regularly,



diligently and uninterrupted at such rate of progress as will ensure full completion thereof within a time specified. Failure to achieve timely, substantial and/or final completion shall be regarded as a breach of this Agreement and subject to the appropriate remedies.

## **6.0 CONTRACT PRICE**

6.1 The CITY shall pay CONTRACTOR in current funds as full compensation for the performance of all the Work based on unit price included in this Agreement in Exhibit B. All work will be paid on unit price.

6.2 The unit price includes all costs for the Project, including without limitation mobilization, general conditions, and supervision, unless specifically provided otherwise herein.

## **7.0 CONTRACTOR'S RESPONSIBILITIES**

In addition to those responsibilities enumerated in Article 4 above, the CONTRACTOR shall be responsible for the following:

7.1 CONTRACTOR shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the CITY, the CONTRACTOR shall be reimbursed on a unit price basis as specified in the Agreement.

7.2 The CONTRACTOR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.

7.3 As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in landscape services. In reliance upon those representations, CITY hired CONTRACTOR to provide landscape services. CONTRACTOR shall be liable for any negligence, strict liability or breach of other legal duty to the extent and in the manner as hereinafter set forth.

7.4 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be responsible to see that the finished Work complies with recognized horticultural guidelines.

7.5 Management of the CONTRACTOR'S employees and subcontractors' schedules and requests for payment shall be by a competent project manager.

7.6 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site.

7.7 CONTRACTOR shall furnish, pay for, and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, start-up, mobilization, and proper completion of the Work.

7.8 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR'S employees, Subcontractors, suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any Contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any monies due any such Subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

7.9 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY.

7.10 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

7.11 CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations.

7.12 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.

7.13 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the Project site and shall not unreasonably encumber the premises or adjacent areas with equipment or other materials, particularly on private property. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against CITY by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises and adjacent areas.

7.14 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto. CONTRACTOR is solely responsible for the Maintenance of Traffic.

7.15 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the performance of the Project, safety of persons or property, or to protect them from damage, injury or loss. CONTRACTOR must have certified and licensed personnel, as required by the Federal Government, State of Florida and Broward County, to perform all tasks and duties identified in the Project.

7.16 CONTRACTOR shall be certified by the Florida Department of Transportation to operate in

the public right-of-way.

7.17 If required by CITY, CONTRACTOR shall promptly, as directed, either correct all defective Work or, if the Work has been rejected by CITY, correct Work and replace it with non-defective Work. CONTRACTOR shall bear all direct costs of such correction (including but not limited to fees and charges of engineers and other professionals) made necessary thereby.

## **8.0 DEFECTIVE WORK**

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

## **9.0 CITY ADMINISTRATOR'S OR HIS DESIGNEE'S RESPONSIBILITIES**

9.1 CITY Administrator, or his designee, such designation to be made in writing, will be CITY'S contact person during the work period.

9.2 CITY Administrator, or his designee, will make visits to the work sites to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CITY Administrator's, or his designee's, efforts will be directed toward providing for CITY a greater degree of confidence that the completed Work will conform with Contract Documents.

9.3 CITY Administrator, or his designee, will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as City Administrator or his designee may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, CITY will thereafter not entertain any excuse for failure to execute the Work in a satisfactory manner, or for payment of work claimed by CONTRACTOR that is not authorized by the terms of this Agreement.

9.4 CITY Administrator, or his designee, will interpret and decide matters concerning performance under the requirements of the Contract Documents upon written request of either CITY or CONTRACTOR. CITY Administrator, or his designee, will make initial decisions on all claims, disputes or other matters in question between CITY and CONTRACTOR. Written notice of each such claim, dispute or other matter will be delivered by claimant to CITY Administrator, or his designee, and the other party but in no event later than ten (10) calendar days after the occurrence of the event giving rise thereto, together with written supporting data.

9.5 In the event CITY and CONTRACTOR disagree upon whether CONTRACTOR is entitled to be paid for Work required by CITY, or in the event of any other disagreements over the scope of Work included within the Contract Price, CITY and CONTRACTOR agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, CONTRACTOR shall furnish CITY with a good faith estimate of the costs to perform the disputed Work in accordance with CITY'S interpretations. If the parties are unable to agree, and CITY expects CONTRACTOR to perform the Work in accordance with CITY'S interpretations, CONTRACTOR shall proceed to perform the disputed Work, conditioned upon CITY issuing a written order to CONTRACTOR directing CONTRACTOR to proceed and specifying CITY'S interpretation of the Work that is to be performed.

9.6 CITY Administrator is authorized to make Field Orders and execute Work Directives in the best interests of the health, safety, and welfare of the citizens and residents of the CITY.

## 10.0 INSURANCE

**UPON EXECUTION OF THE AGREEMENT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF LIGHTHOUSE POINT IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.**

The Certificates of Insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 11 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension hereunder is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.1 Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by regular mail.

10.2 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

10.2.1 Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws shall be provided with a minimum of One Million and xx/100 dollars (\$1,000,000.00) limit, and One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

10.2.2 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

10.2.3 Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence and \$2,000,000.00 annual aggregate

Comprehensive General Liability coverage. CITY shall be named as an additional insured.

10.2.4 Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 10.2.4.1 Premises and Operations;
- 10.2.4.2 Independent Contractors;
- 10.2.4.3 Product and Completed Operations Liability;
- 10.2.4.4 Broad Form Property Damage;
- 10.2.4.5 Broad Form Contractual Coverage applicable to Contract;
- 10.2.4.6 Personal Injury Coverage;
- 10.2.4.7 Explosion, collapse, underground coverage (XC-U)

10.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.5 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.6 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) business days of CITY'S actual notice of such an event.

10.7 The CONTRACTOR agrees to perform the Work under the Contract as an independent CONTRACTOR, and not as a Subcontractor, agent or employee of CITY.

10.8 CONTRACTOR shall require each of its Subcontractors of any tier to maintain the insurance required herein for each category, and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.9 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

10.10 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, Subcontractors or others on the Work; provided that should the insurance outlined above be canceled for any reason, the CITY shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the CONTRACTOR under the terms of this Contract, or find the CONTRACTOR in default and terminate this Contract; provided, that CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes.

## **11.0 WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

11.1 The CONTRACTOR warrants that all services will be performed in a workmanlike manner.

11.2 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under the Contract.

11.3 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

11.4 CONTRACTOR warrants to the CITY that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

11.5 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

## **12.0 CHANGES IN THE WORK**

CITY, without invalidating this Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment or Work Directive executed by the City Administrator.

## **13.0 CONTRACTOR'S INDEMNIFICATION**

13.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or

maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this AGREEMENT, the CITY may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CITY as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

13.2 The parties recognize that various provisions of this AGREEMENT, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this AGREEMENT and continue in full force and effect as to the party's responsibility to indemnify.

#### **14.0 PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK**

14.1 CONTRACTOR may requisition payments for Work completed during the Project at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all Subcontractors and suppliers their pro-rata shares of the payment out of previous payments received by the CONTRACTOR for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and materialmen who were included in the CONTRACTOR'S previous applications for payment, and any other supporting documentation as may be required by the City Administrator or his designee or Contract Documents. CITY shall have five (5) business days to approve or disapprove the requisition. If the requisition is not approved, the reasons therefor shall be stated with particularity. The CITY shall make payment to the CONTRACTOR within fifteen (15) calendar days after approval by the City Administrator, or his designee, of the CONTRACTOR'S requisition for payment. Payments will be made by check and will be delivered to CONTRACTOR.

14.2 If, on the basis of City Administrator's, or his designee's, observation of the Work during the performance of landscape services, City Administrator, or his designee, is satisfied that the Work has been completed in accordance with the Contract Documents and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, City Administrator, or his designee, will, present the payment requisition to CITY for payment. Otherwise, City Administrator, or his designee, will return the payment requisition to CONTRACTOR, indicating in writing the reasons for refusing to recommend payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the payment requisition. Twenty (20) calendar days after presentation to CITY of the payment requisition and accompanying documentation, in appropriate form and substance, the amount recommended by City Administrator, or his designee, will become due and will be paid by CITY to CONTRACTOR.

14.3 At the termination of the Agreement, final payment, constituting the entire unpaid balance of the Contract Price shall be paid by the CITY to the CONTRACTOR when the Work has been completed in accordance with the Contract Documents, this Agreement fully performed, and a final certificate for payment has been issued by the City Administrator, or his designee. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

14.3.1 Liens, claims, security interests or encumbrances arising out of this Agreement and

unsettled.

14.3.2 Faulty or defective Work and latent defects discovered after acceptance.

14.3.3 Failure of the Work to comply with the requirements of the Contract Documents.

14.3.4 Terms of special warranties required by the Contract Documents.

14.3.5 Any of CONTRACTOR'S continuing obligations, including without limitation warranties, under this Agreement.

14.4 The acceptance of final payment by CONTRACTOR or the Subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

14.5 The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

14.5.1 Defective Work not remedied.

14.5.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

14.5.3 Failure of the CONTRACTOR to make payment to Subcontractors or suppliers for materials or labor.

14.5.4 Damage to another contractor not remedied.

14.5.5 Failure to carry out the Work in accordance with the Contract Documents.

14.6 When the above issues are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

14.7 CONTRACTOR acknowledges that all Work under this Agreement is performed on public property; therefore, CONTRACTOR cannot and will not record any liens or other encumbrances on such property to secure payment pursuant to this Agreement.

## **15.0 CITY'S TERMINATION OF THE CONTRACT**

15.1 Upon the occurrence of any one or more of the following events:

15.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

15.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

15.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors.



15.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.

15.1.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

15.1.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

15.1.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction, State guidelines, or acceptable safety and horticultural practices.

15.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

15.2 CITY reserves the right to terminate this Contract immediately for unsatisfactory performance. In such case CONTRACTOR shall not be entitled to receive any further payment for additional work performed.

15.3 Upon seven (7) calendar days written notice to CONTRACTOR, CITY may, through a resolution of the CITY Commission, without cause and without prejudice to any other right or remedy, terminate this agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the Agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

## **16.0 NOTICE, COMPUTATION OF TIME**

16.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For CITY: John D. Lavisky, City Administrator  
City of Lighthouse Point  
2200 NE 38<sup>th</sup> Street  
Lighthouse Point, Florida 33064  
Telephone: 954-943-6500  
Facsimile: 954-784-3446

Copy to: Michael D. Cirullo, Jr., City Attorney  
3099 East Commercial Blvd. Suite 200  
Fort Lauderdale, Florida 33308

Telephone: 954-771-4500

Facsimile: 954-771-4923

For CONTRACTOR:

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Notice by facsimile shall not be deemed received until the party receiving notice receives a copy of such notice through certified mail, return receipt requested.

16.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.

## **17.0 MISCELLANEOUS**

17.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

17.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval as evidenced by a resolution duly adopted by the CITY Commission, which may be withheld for any or no reason. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

17.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

17.4 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

17.5 The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County,

Florida. The prevailing party in any lawsuit, including appeals, concerning the terms of this Agreement shall be entitled to an award of attorney's fees, including paralegal fees, from the non-prevailing party. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17.6 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

17.7 In accordance with the Public Records Law, CONTRACTOR agrees to permit CITY to examine all records and grants CITY the right to audit any books, documents and papers that were generated during the course of administration of this AGREEMENT. CONTRACTOR shall maintain the records, books, documents and papers associated with this AGREEMENT in accordance with the Public Records Act. Upon CITY'S request, CONTRACTOR shall provide CITY with copies of all public records related to this Agreement at no cost to CITY.

17.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of CONTRACTOR'S Subcontractors used for the work.

## **18.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

18.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

18.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

## **19.0 PUBLIC RECORDS**

19.1 CONTRACTOR shall keep and maintain public records required by the CITY to perform the Project. Upon request from the CITY, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Project, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains

public records upon completion of the Project, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**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 PROJECT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
CITY of Lighthouse Point  
2200 N.E. 38th Street  
Lighthouse Point, FL 33064  
(954) 943-6500  
LHPadmin@lighthousepointfl.gov**

## **20.0 SCRUTINIZED COMPANIES**

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more, if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the CONTRACTOR, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria

In the event CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the CITY has the right to terminate this Agreement.

## **21.0 E-VERIFY**

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below. For purposes of this Section 22.0, "CONTRACTOR" shall have the same meaning as "CONTRACTOR."

1. Definitions for this Section:

“CONTRACTOR” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “CONTRACTOR” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTORS, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- A. All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the CITY of Lighthouse Point. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Lighthouse Point; and
- C. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

**IN WITNESS WHEREOF**, CITY and CONTRACTOR have signed this Agreement, in duplicate.

**ATTEST:**

**CITY OF LIGHTHOUSE POINT, FLORIDA**

BY: \_\_\_\_\_  
Kathryn Sims, City Clerk

BY: \_\_\_\_\_  
Kyle Van Buskirk, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**WITNESS:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

(Corporate Seal)

STATE OF FLORIDA            )  
                                          ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal

**NAME OF CORPORATION**

\_\_\_\_\_  
Signature of Corporate President

\_\_\_\_\_  
Printed Name of Corporate President

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Printed Name of Corporate Secretary

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public