

**CITY OF OKEECHOBEE
INVITATION TO BID
CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE
AND INSTALLATION**

**No. PW 01-11-10-22
OPENING DATE AND TIME: NOVEMBER 21, 2022, at 3:00 P.M.**



Prepared by: David Allen, Public Works Director
Dated: September 13, 2022

**CITY OF OKEECHOBEE
CITY COUNCIL**

**Bid No. PW 01-11-10-22
CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE
AND INSTALLATION**

**DOWLING R. WATFORD, JR., MAYOR
NOEL CHANDLER
MONICA CLARK
BOB JARRIEL
BOBBY KEEFE**

GARY RITTER, CITY ADMINISTRATOR

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INVITATION TO BID NO. PW 01-11-10-22
CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE
AND INSTALLATION

Mandatory Pre-Bid: November 7, 2022, 3:00 PM
Opening Date and Time: November 21, 2022, 3:00 PM

The City of Okeechobee, Florida is currently soliciting bids for ground landscape maintenance and installation and replacement of new plants, trees, and shrubs at various locations throughout the City of Okeechobee.

Sealed bids must be received within the General Services Department at City Hall, 55 SE 3rd Avenue, Rm 101, Okeechobee, FL 34974, no later than 3:00 PM EST on or before Monday, November 21, 2022. All responses received by the deadline will be opened and recorded in the presence of one or more witnesses within the Council Chambers, Rm 200, at the address listed above. Any bids received after the above noted date and time will not be opened or considered. Facsimile or emailed bids will not be accepted.

A **MANDATORY Pre-Bid Meeting** will be held on **Monday, November 7, 2022, at 3:00 P.M.** in the **Council Chambers, Rm 200**, at the address listed above. Bidders **MUST** attend this meeting in order to submit for this bid.

Product specifications are available in the Bid Packets that may be obtained on the City's website: www.cityofokeechobee.com/contracting-opportunities.html, or from the General Services Department at City Hall during normal office hours, Mon-Fri, 8 AM-4:30 PM, except holidays, or by contacting Patty Burnette, 863-763-3372 x 9820, or via email at pburnette@cityofokeechobee.com. Questions concerning the scope of work are to be directed to Public Works Director David Allen, dallen@cityofokeechobee.com. **NOTE: Bonding Requirements Apply to this Bid Opportunity.**

Bid submittals must be within a sealed envelope and contain two (2) clearly identified originals and one (1) copy of the bid, with the outside of the envelope clearly labeled "BID NO. PW 01-11-10-22 CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION, 11-21-22, 3:00 PM" with the submitting **Company Name**, and **Return Address**. Bids may be mailed, hand delivered and/or express mailed to the address listed above. Firms properly registered in the State of Florida are encouraged to submit their bid for consideration.

It is the sole responsibility of the Bidder to deliver personally or by mail, their bid to the General Services Department on or before the closing hour and date for the receipt of bids as noted above.

This solicitation does not commit the City of Okeechobee to award any contracts, to pay any costs incurred in the preparation of a response to this bid, or to contract for any services. The City Council reserves the right to reject any or all bids, to waive informalities and to accept or reject all or part of any bid, as they may deem to be in the best interests of the City of Okeechobee. Responses to this bid, upon receipt by the General Services Department, will become public records subject to provisions of Florida Statute Chapter 119 Florida Public Records Law.

SECTION I
PW 01-11-10-22
GENERAL INFORMATION

All responses which comply with the requirements of this Bid will be considered.

Submittals must be made in the official name of the Firm or Individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, Partnership, Company, or Corporation submitting the response to this Bid.

Two clearly identified originals and one copy of your bid submittal are required.

Bid submittals will be received by the General Services Department until 3:00 p.m. on November 21, 2022.

Bid submittals are to be mailed, hand-delivered, and/or Express Mail to:

City of Okeechobee
General Services Department
55 S.E. 3rd Avenue, Room 101
Okeechobee, FL 34974

The submitting offeror is **required** to have printed on the **sealed** envelope or wrapping containing their submission their **Company name and return address, the Bid Number, Title, Opening Date and Time.**

Bids received after the date and time specified above shall be returned to the sender unopened. **Facsimile or emailed bids will not be accepted.**

All bids shall remain in effect for a period of ninety (90) days after the last day on which bids must be submitted.

SECTION II
PW 01-11-10-22 SUBMISSION
REQUIREMENTS

The bidder shall submit two (2) original clearly identified originals and one copy of the following:

1. Bid Documentation Form (Section III)
2. Minimum Qualifications for Bidders Form (Section IV) and three (3) references (Attachment H)
3. Bid Bond
4. Bid Unit Price Schedule (Section VII, Exhibit B)

In addition to the above, please complete the following forms that must be returned with your bid:

- Attachment A – No Lobbying Affidavit
- Attachment B – Anti Collusion Statement and No Gift Statement
- Attachment C – Proposer's Certification
- Attachment D – Sworn Statement Pursuant to Section 287.133(3)(a),
FL Statutes on Public Entity Crimes
- Attachment E – Conflict of Interest Disclosure
- Attachment F – Immigration Law Certification
- Attachment G – Drug Free Workplace Certification
- Attachment H – Reference Form

SECTION III
PW 01-11-10-22
BID DOCUMENTATION

(BIDDER'S COMPANY NAME)

City Council
City of Okeechobee
55 S.E. 3rd Avenue
Okeechobee, FL 34974

I have received the documents titled **CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION Project No. PW 01-11-10-22**. I have also received addendum number ____ through ____ and have included these provisions in my Bid. I have examined both the Bid documents and the construction site and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the City of Okeechobee and accepted Bidder, or until ninety (90) days after Bids are opened, whichever is longer.
2. Regarding the Disposition of Bid Security: to accept the provisions of the Instructions to the Bidders.
3. To accomplish the work included in, and in accordance with the Contract Documents, if this Bid is accepted.
4. To start work within in accordance with the start date specified in the Notice to Proceed.
5. Regarding Compensation for the proposed work: if this Bid is accepted, I will construct this project on a unit price basis as reflected in the Bid Unit Price Schedule, Exhibit B of this agreement. Payment will be made upon invoice after completion of all work. NOTE: The City shall not be liable to pay interest on any unpaid balance. Vendor is solely responsible for all taxes, withholding, or social security obligations.
6. Regarding the Award of the Contract: if I am awarded a contract for this project, I understand that the award may be for all or any portion thereof, of the items listed under the Bid Unit Price Schedule.

Bidder: _____
(Company Name)

Date: _____

By: _____
(Signature)

Title: _____

(Printed Name)

Email: _____

Mailing Address: _____

Office Number: _____

Fax Number: _____

SECTION IV
PW 01-11-10-22
MINIMUM QUALIFICATIONS FOR BIDDERS

Minimum Qualifications:

1.0 Experience

- 1.1 Bidder must have at least 3 years of experience in providing commercial landscape maintenance and installation services to either a government entity or large commercial customer.

2.0 References

- 2.1 Bidder must provide at least 3 verifiable references of similar work as referenced in section 1.0 above.
- 2.2 For each reference, Bidder shall submit a completed Reference Form provided in Attachment H. provide the client name, client phone number, and client e-mail address.
- 2.3 Bidder shall provide a written description of the services performed in sufficient detail as they directly relate to the work of this Request for Bid. The description shall include the dates of the period that the Bidder provided the services as well as the contractual amount of the services provided.
- 2.4 The City, in its sole discretion, may reject any and all bids if the City is not able to verify the references provided.

3.0 Discriminatory Vendor List

- 3.1 In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases 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.

4.0 Bidder certifies that

- 4.1 Bidder meets the qualifications listed in Section IV, 1.0 above.
- 4.2 Bidder has never failed to complete work awarded under a contract due to circumstances that were under Bidder's control.
- 4.3 The Bidder has not been placed on the Discriminatory Vendor List kept by the Florida Department of Management Services as listed in section 3.0 above.

Bidder: _____
(Company Name)

Date: _____

By: _____
(Signature)

Title: _____

(Printed Name)

Email: _____

Mailing Address: _____

Office Number: _____

Fax Number: _____

SECTION V
PW 01-11-10-22
BONDING AND INSURANCE REQUIREMENTS

5.01 *Bid Guaranty*

- A. *Bid Bond Form.* Each Bid must be accompanied by the CITY's Bid Bond form meeting the standards specified in this Article 5, including those applicable to the sureties for the Statutory Payment Bond and Common Law Performance Bond specified in the General Terms & Conditions. The bond shall be on the Bid Guaranty form provided by the CITY, with Power of Attorney Affidavit attached, in an amount not less than five percent (5%) of the amount of the bid. The Bid Bond shall be in the Prime Contractor's name. The Bidder is required to use the CITY forms provided in this RFB. Alternate bond forms will not be accepted. Failure to provide the CITY's bond forms will deem the Bid non-responsive.
- B. *Alternate Security.* In lieu of the Bid Bond, the Bid may be accompanied by an alternate form of security in the form of cash, a money order, certified check of any national or state bank made payable to the CITY, or an irrevocable letter of credit, in an amount not less than five percent (5%) of the amount of the Bid. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be made by the CITY.
- C. *Conditions.* The Bid Bond or alternate security shall be conditioned upon the Bidder's:
1. Not withdrawing said bid within one hundred twenty (120) days after date of opening of the same, and
 2. Within seven (7) business days after of the Notice of Apparent Low Bidder Letter:
 - a. executing a written CONTRACT with the CITY, in accordance with the bid as accepted;
 - b. providing evidence of insurance in the manner specified by the CITY; and
 - c. if the Bid exceeds \$200,000.00, providing a Statutory Payment Bond and a Common Law Performance Bond as specified in the General Terms & Conditions (or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, having provided an alternate form of security as specified in the General Terms & Conditions);
 - d. or in the event to fully comply with all of the foregoing, if the Bidder shall have paid the CITY the difference between the amount specified in said bid and the amount for which the CITY may procure the required work and/or supplies, if the latter amount be in excess of the former.

D. *Return of Bid Guaranty.* Funds of any money order or check that may be received will be returned to all Bidders, with the exception of the two (2) apparent low Bidders, within thirty (30) days after the opening of the Bids. Bid bonds will not be returned to the bidders, unless specifically requested by a Bidder. The Bid Security of the apparent and second apparent low bidder shall be retained until such Bidder has executed the CONTRACT, furnished the Insurance Certificate and endorsements, complied with the CITY's SBE requirements, and furnished a valid and acceptable Statutory Payment Bond and a Common Law Performance Bond as specified in the General Terms & Conditions (or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, having provided an alternate form of security as specified in the General Terms & Conditions) as required under the provisions of the CONTRACT. Any money order or check from the apparent low bidder shall be deposited upon receipt. Any money order or certified check from the second apparent low bidder may be deposited. Failure of the CITY to execute the CONTRACT within one hundred twenty (120) days after the date of the bid opening shall initiate release of the Bid Bond, certified check or cash of the lowest and second lowest bidders unless mutually agreed otherwise or specified in the Supplemental Conditions.

5.02 *Performance and Payment Bond:*

Bonds must be in compliance with Florida Law. If the CONTRACT price is in excess of \$200,000.00, the **[CONTRACTOR]** shall, within seven (7) business days of date of the Notice of Apparent Low Bidder from CITY, provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY with Power of Attorney Affidavit attached, each in an amount not less than the CONTRACT Price. The bonds shall also be accompanied by the CITY's Affidavit for Surety Form. The Performance and Payment Bonds shall be in the Prime Contractor's name. Failure to provide the bond(s) within the seven (7) business day period shall be sufficient cause for the CITY to deem the Bidder non-responsive and nullify the CONTRACT award. The **[Contractor]** shall provide a Performance Bond which guarantees the performance of the Work as well as any applicable extended warranty.

5.03 *All Bonds*

Sureties Qualifications: All bonds required under this CONTRACT, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

**BOND AND INSURANCE
REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

CONTRACT SUM	BEST'S RATING CLASSIFICATION FOR SURETY AND INSURANCE FIRMS, & OTHER REQUIREMENTS	BEST'S FINANCIAL SIZE CATEGORY FOR SURETY AND INSURANCE FIRMS
From: \$0.00 To: \$200,000.00	Bid Bond and Insurance Required. Performance and Payment Bond <u>Not</u> Required (unless specified in Contract Documents)	No Minimum Required. Not Applicable.
From: \$200,000.01 To: \$500,000.00	<u>All Bonds and Insurance Required:</u> See requirements under paragraph (3) below	No Minimum Required.
From: \$500,000.01 To: \$2,500,000.00	<u>All Bonds and Insurance Required:</u> A- or better Circular 570 requirements (paragraph 2 below)	IV or larger.
From: \$2,500,000.01 and more	<u>All Bonds and Insurance Required:</u> A- or better Circular 570 requirements (paragraph (2) below)	V or larger.

[**CONTRACTOR**] must use the CITY bond forms enclosed herein. Failure to use the CITY forms shall deem the bidder as non-responsive.

1. Ratings by A.M. Best:

The surety and insurance company or corporation shall have a minimum A.M. Best Company rating as indicated above in addition to the surety qualifying pursuant to paragraph (3) below:

2. Circular 570, CONTRACT Price of \$500,000.01 or More:

If the CONTRACT Price is \$500,000.01 or greater, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph 2. The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

3. CONTRACT Price of \$500,000 or Less:

Notwithstanding the foregoing paragraphs 1. and 2., in the event the CONTRACT price is \$500,000.00 or less, in accordance with Section 287.0935, Florida Statutes, bonds with a surety company in compliance with the following requirements shall be acceptable:

- a. The surety company is licensed to do business in the State of Florida; and
- b. The surety company holds a certificate of authority authorizing it to write surety bonds in Florida; and
- c. The surety company has twice the minimum surplus and capital required by the Florida Insurance code at the time this Request for Bids is issued; and
- d. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss.9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph 3, an Affidavit for the Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

- A. *Additional or replacement bond*: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate, the **[CONTRACTOR]** shall, at its expense within seven (7) business days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds on the CITY'S standard form, with the same amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the **[CONTRACTOR]** shall be deemed to be due under this CONTRACT until such new or additional security for the faithful performance of the work shall be furnished in the manner and form satisfactory to the CITY.

In addition, the **[CONTRACTOR]** shall for any increases in the CONTRACT amount automatically increase the amount of the performance and payment bonds to equal the revised amount of the contract and shall provide the CITY with evidence of same.

- B. The surety company shall provide a Florida address for service of process in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

- C. *Alternate form of security*: In lieu of the Common Law Performance Bond or Statutory Payment Bond, **[CONTRACTOR]** may, pursuant to Section 255.051, Florida Statutes, provide an alternate form of security in the form of cash, a money order, a certified check, or an irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be made by the CITY.

5.04 Insurance

- A. *Certificate of Insurance*. The **[CONTRACTOR]** shall deliver to CITY and maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified within the CITY'S Insurance Requirements Checklist, attached herein. All insurance required under this CONTRACT shall meet the requirements listed in the Table found in 5.03 above.

In addition, at the direction of the CITY, the **[CONTRACTOR]** shall for any increases in the CONTRACT amount automatically increase the amount of the insurance to equal the revised amount of the contract and shall provide the CITY with evidence of same.

The **[CONTRACTOR]** shall provide the certificate within seven (7) business days from the date of the *Notice of Apparent Low Bidder*.

The **[CONTRACTOR]** shall have thirty (30) business days after CONTRACT execution, to produce the required Insurance Declaration Page of Policy, additional insured endorsement forms, and a waiver of subrogation endorsement as set forth in the General Terms & Conditions, and the Insurance Requirements Checklist included herein. **[CONTRACTOR]** shall provide an insurance policy that provides the City of Okeechobee as additional insured, a separate defense in the event of a claim filed by a third party against the City, regardless of whether an allegation of negligence is alleged against the CONTRACTOR.

- B. *Qualifications to Do Business in Florida*. All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the CITY to notify the CONTRACTOR that the Certificate of Insurance provided does not meet the CONTRACT requirements, shall not constitute a waiver of the **[CONTRACTOR'S]** responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the CITY shall not constitute approval of the amounts, conditions or types of coverage listed on the certificate. Misrepresentation of any material fact, whether intentional or not, regarding the **[CONTRACTOR'S]** insurance coverage, policies or capabilities, may be grounds for rejection of the response and rescission of any ensuing contract.

C. *Self-insured Provisions.* If the **[CONTRACTOR]** is a self-insured entity, the **[CONTRACTOR]** may contact the CITY'S CONTRACT Administrator, identified on the cover page, and request the CITY'S self-insurance package. It shall be the responsibility of the **[CONTRACTOR]** to ensure that all Subcontractors are adequately insured or covered under their policies. The CITY may at its discretion, require the **[CONTRACTOR]** to provide a complete certified copy of its insurance policy(s).

D. *Workers' Compensation:*

1. Workers' Compensation insurance shall comply with Chapter 440, Florida Statute, including Employer's Liability. If work is performed in/over navigable waters, an endorsement covering the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA) 33 U.S.C. Section 901, et seq. and Jones Act, 46 App U.S.C. Section 861, et seq. shall be included.
2. If **[CONTRACTOR]** claims an exemption from coverage, it must attach proof of same for consideration in the form of a certified copy of your state exemption form. The CITY reserves the right to require said coverage regardless of the state exemption.

E. *Commercial Liability Insurance*

1. Coverage shall be no more restrictive than that identified by the Insurance Services Office, Inc. (ISO).
2. Coverage shall be written on an Occurrence Basis Form.
3. Coverage shall provide as a minimum those limits identified within the CITY's Insurance Requirements Checklist. Coverage shall be "first dollar" coverage. If **[CONTRACTOR'S]** policy includes a Self-Insured Retention (SIR) **[CONTRACTOR]** may, at the CITY's option, be required to meet established financial security requirements.
4. Coverage shall include as a minimum, the following coverage endorsements: Premises / Operations, Products/Completed Operations, Contractual Liability, Independent CONTRACTORS, Broad Form Property Damage, Underground Explosion/Collapse (XCU) and Personal Injury. Additional endorsements may be required as the CONTRACT dictates. Refer to the CITY's Insurance Requirements Checklist attached herein.
5. The CITY shall be added by endorsement as an Additional Insured. An endorsement shall also be included which specifies that the inclusion of an additional insured does not exclude any pollution liability coverage otherwise afforded by said policy.

F. *Business Auto Liability Insurance*

1. Coverage shall be no more restrictive than that identified by the Insurance Services Office, Inc. (ISO).
2. Coverage shall provide as a minimum those limits identified within the CITY's Insurance Requirements Checklist. Coverage shall be "first dollar" coverage. If **[CONTRACTOR'S]** policy includes a Self-Insured Retention (SIR) **[CONTRACTOR]** may, at the CITY's option, be required to meet established financial security requirements.
3. Coverage shall be "Any Auto" - Symbol 1.

G. *Builders Risk Insurance/Installation Floater*

1. The insurance policy shall be "broad form," "all risk" covering all equipment and machinery; or a special Installation Floater may be included to ensure the required coverage for this exposure. The policy form shall be no more restrictive than the "inland marine type form." The CITY shall be allowed to occupy the property in question without voiding any of the provided coverages.
2. The policy(s) shall state, "on behalf of all parties to the contract." The **[CONTRACTOR]**, the CITY and all other applicable subcontractors are to be included as "insureds" on the policy(s).
3. At a minimum, the "covered property" will include the building or structure being constructed, including all fixtures, materials, supplies, machinery and equipment to be used in, or incidental to the construction. This will extend coverage to underground works. Coverage shall also be afforded to the property of others through a "care, custody or control" endorsement, as well as property off-site or in transit. The following coverages shall also be included by endorsement, unless excluded by the CITY: Boiler & Machinery, Testing, Mechanical Breakdown, Earthquake, and Flood.
4. Coverage shall be valued on a Replacement Cost (100%) basis. A maximum (SIR) of \$5,000 is allowed. If multiple limits of liability are proposed for the construction site, property in transit, off-site storage, etc., the same value requirement shall be used for each.
5. All coverages afforded under this policy(s) shall remain in effect and not be excluded by a "Force Majeure Clause" found elsewhere in these Bidding Documents.
6. Coverage shall cease when the entire project covered by said policy is accepted by the CITY. In the event testing by the CONTRACTOR is conducted after acceptance by the CITY, coverage shall remain in full force and effect until all testing is complete and accepted by the CITY, and final payment is made.

INSURANCE

[CONTRACTOR] shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability, Worker's Compensation, and Commercial Automobile Liability insurance, including Employer Liability insurance, with minimum policy limits specified below Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Okeechobee as a named additional insured, as well as furnishing the City of Okeechobee with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by **[CONTRACTOR]** as required herein shall be considered, and **[CONTRACTOR]** agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Okeechobee, and that any other insurance, or self-insurance available to the City of Okeechobee shall be considered secondary to, or in excess of, the insurance coverage(s) procured by **[CONTRACTOR]**

Worker's' Compensation - Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease.

Commercial General Liability (Occurrence Form Required) (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$5,000,000.00. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.00.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Nothing herein shall be construed to extend the City of Okeechobee's liability beyond that provided in F.S. 768.28, Florida Statutes.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____, as Surety, are held and firmly bound unto the City of Okeechobee (the "City"), in the penal sum of \$_____ lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20__, for the Contract Documents:

Contract Number: **PW 01-11-10-22**
Contract Title: **CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION**

NOW, THEREFORE,

1. If the Principal,
 - a. Within seven (7) business days after the date of the Notice of Apparent Low Bidder, provides a Statutory Payment Bond and a Common Law Performance Bond as specified in the General Terms & Conditions or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, provides an alternate form of security as specified in the Contract Documents; and provides the insurance certificate required under the Contract Documents, completed by a lawfully authorized insurance agent; and
 - b. Within seven (7) business days of receipt of the Contract Documents, enters into a written contract with the City, in accordance with the Bid, as accepted, then the above obligations of the Principal and Surety shall be null and void.
2. However, should the Principal fail to fully comply with the conditions of paragraph 1 above, then the Principal and Surety, jointly and severally, shall be liable to the City for the full penal sum of this Bond which shall be forfeited to the City as liquidated damage, but not a penalty, as a result of the Principal's failure to comply with the bid instructions and conditions, regardless of whether the City ultimately decides to change the project requirements or resolicit bids.
3. The remedies provided herein are not to be construed as the City's exclusive remedies for the principal's failure to enter into a contract with the City but shall be deemed supplemental to all remedies available to the City at law or otherwise.

DATED ON _____, 20__.

FOR NON-CORPORATE BIDDERS:

(Witness)

(Print Name)

(Witness)

(Print Name)

By: _____
(Signature of Principal)

(Print Name and Title)

Business Address

FOR CORPORATE BIDDERS:

ATTEST:

(Signature of Corporate Principal)

Secretary

(Print Name and Title)

Business Address

SURETY:

ATTEST:
(Corporate Seal)

(Corporate Surety)

Secretary

(Print Name and Title)

Business Address

Florida Address for Service of Process

Telephone Number

(Surety shall provide evidence of signature authority such as a certified copy of Power of Attorney.)

IN WITNESS WHEREOF, this instrument is executed this ___day of _____, 20__.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Individual Principal

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Signature of Individual

By: _____
(Witness)

WHEN A PARTNERSHIP:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)

ATTORNEY-IN-FACT

By: _____ Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

STATUTORY PAYMENT BOND

BY THIS BOND, know that _____ as Principal, herewith called **[CONTRACTOR]**, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to City of Okeechobee, as Obligee, herein called CITY, in the amount of _____ Dollars (\$ _____) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Number: **PW 01-11-10-22**
Contract Title: **CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION**

General Description of Project: Provide ground landscape maintenance and installation and replacement of new plants, trees, and shrubs at various locations throughout the City.

Directions:

THE CONDITION OF THIS BOND is that if the **[CONTRACTOR]**:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20__.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
(Individual Principal)

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Signature of Individual

By: _____
(Witness)

WHEN A PARTNERSHIP:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)
Service of Process)

(Type Florida Address for

ATTORNEY-IN-FACT

By: _____

Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

AFFIDAVIT FOR SURETY COMPANY
To be submitted with Performance & Payment Bond

TO: City of Okeechobee

RE: CONTRACT NUMBER: **PW 01-11-10-22**
CONTRACT TITLE: **CITY OF OKEECHOBEE LANDSCAPE
MAINTENANCE AND INSTALLATION**

CONTRACTOR:

Name: _____
Address: _____
Telephone: _____

AMOUNT OF BOND: _____

SURETY COMPANY:

Name: _____
Address: _____
Telephone: _____
Email address: _____

BEFORE ME, the undersigned authority, personally appeared the AFFIANT, who being duly sworn and says:

- (1) He/She is _____ of the Surety Company;
(Officership)
- (2) In accordance with Section 287.0935, Florida Statutes, the Surety Company fulfills each of the following provisions:
 - a) The Surety Company is licensed to do business in the State of Florida;
 - b) The Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida;
 - c) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance code at the time the invitation to bid is issued;
 - d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e) The Surety Company holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss. 9304 to 9308.

FURTHER AFFIANT SAYETH NOT.

Dated Signed Signature of AFFIANT (Officer of Surety Company)

Title of AFFIANT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ____ day of _____, 20____, by
_____, who is personally known to me or produced
_____ as identification.

Notary Public Signature
Commission No. _____

**SECTION VI
PW 01-11-10-22
REJECTION OF BID**

1. The City may reject a Bid if:
 - a. The Bidder conceals any material fact in the bid.
 - b. The Bid does not strictly conform to the law or requirements of this solicitation.
 - c. The City may, however, reject any or all Bids, whenever it is deemed in the best interest of the City to do so and may reject any part of a Bid. The City may also waive any minor informalities or irregularities in any Bid.

2. Bid Protest Procedure:
 - a. Any Bidder that has submitted a formal bid to City of Okeechobee, and who is adversely affected by the decision with respect to the award of the formal bid, may file with the City Administrator's Office, City of Okeechobee, 55 S.E. 3rd Avenue, Okeechobee, FL 34974, a written Protest no later than forty-eight (48) hours (excluding Saturdays, Sundays and Legal Holidays) of the decision of the City of Okeechobee City Council to award the bid.
 - b. The "Notice of Intent to File a Protest" document shall be in the form of a letter stating all grounds claimed for the Protest. Failure to do so shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.
 - c. The City Administrator shall submit the protest statement and affidavits along with his or her own statement and affidavits in support of the award of the formal bid to the City Council for a final determination of the protest.

SECTION VII
PW 01-11-10-22 AGREEMENT
FOR SERVICES

This **AGREEMENT** is dated as of the _____ day of _____ in the year 20____, between the City of Okeechobee (CITY) and _____ (CONTRACTOR). CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF WORK

The following Exhibits are attached and are a part of this Agreement.

- Exhibit A – Governing Specifications
- Exhibit B – Bid Unit Price Schedule
- Exhibit C – Maintenance Area Detail Maps
- Exhibit D – Public Works Landscape Maintenance Contractor Work Report
- Exhibit E – Public Works Landscape Maintenance Deficiency Notice

The work is described as follows: ground landscape maintenance and installation and replacement of new plants, trees, and shrubs at various locations throughout the City. Landscape maintenance will be performed at the following locations: For detailed descriptions of the areas to be maintained please refer to the Unit Bid Schedule and Exhibit C Maintenance Area Location Maps

- City Hall and Public Safety Building: 55 Southeast 3rd Avenue.
- City Parks: City Hall Park located between Southeast 2nd and 3rd Avenues and State Road 70 East and East South Park Street. Flagler Parks located between US Highway 441 and Southwest 7th Avenue and State Road 70 and West South Park Street. Mowing, trimming and general landscape maintenance including flower/shrub beds in Park 6 “Butterfly Gardens”.

Cattleman’s Square Park located between SW 5th Avenue and SW 6th Avenue is excluded from this bid.

- Centennial Park, located at the corner of Southeast 7th Street and Southeast 6th Avenue. Mowing, trimming and general landscape maintenance including flower/shrub beds.
- Police Department: 50 Southeast 2nd Avenue, mowing, trimming and general landscape maintenance including flower/shrub beds.
- Chamber of Commerce: 55 South Parrott Avenue, mowing, trimming and general landscape maintenance including flower/shrub beds.
- US Highway 441 medians and sidewalks: South 23rd Street North to North 17th Street. Mowing, trimming and general landscape maintenance including flower/shrub beds
- State Road 70 medians and sidewalks: West 12th Avenue East to East 13th Avenue. Mowing, trimming and general landscape maintenance including flower/shrub beds.

- South Park Street landscape beds and sidewalks: West 7th Avenue East to East 2nd Avenue.
- Southwest 7th Avenue: landscape beds in the 100 block of Southwest 7th Avenue.
- Landscape Maintenance, Raulerson Cabin, 811 SW 2nd Avenue.
- Landscape Maintenance, Primitive Baptist Church, 1003 SW 3rd Avenue.
- Landscape Maintenance, Medians on SW 5th Avenue, SW 3rd Street, SW 4th Street, SW 6th Street, SE 4th Street.
- Annual Palm Tree Trimming and waste removal. US 441 Medians, City Hall Park, Flagler Parks, Chamber of Commerce.
- Replacement or installation of landscape plants and trees as directed by the City.

The selected Contractors will be responsible for the entire scope of work, hiring licensed Subcontractors, and paying for all plans and permits from the City of Okeechobee and/or other agencies.

ARTICLE 2. PUBLIC WORKS DIRECTOR

- 2.1. PUBLIC WORKS DIRECTOR as named in the Contract Documents shall mean:

City of Okeechobee
Public Works Director
55 S.E. 3rd Avenue
Okeechobee, FL 34974

ARTICLE 3. CONTRACT TIME

- 3.1 This contract will be in force for a period of one (1) year.
3.2 Renewal:

This contract may be extended beyond the initial one (1) year. Each extension period will be for an additional one (1) year and may be renewed thereafter on an annual basis. It may be under the same or superior terms and conditions as this bid. This shall be accomplished by mutual written agreement/acceptance between the vendor and the City.

ARTICLE 4. CONTRACT PRICE

- 4.1 CITY shall pay CONTRACTOR for performance of the work in accordance with the unit prices listed in **Exhibit B**
4.2 CITY shall pay the CONTRACTOR, or receive as credit, for changes or adjustments in the work made in accordance with the General Conditions, based on the unit prices indicated on the Bid form.

ARTICLE 5. MEASUREMENT AND PAYMENT

- 5.1 The City will not pay for any item that is not specifically set forth in the Bid Schedule.

- 5.2 The total Unit Bid Price for each project shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishings all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the Unit Bid prices. All related and necessary work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included.
- 5.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishings all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.
- 5.4 Contractor shall submit Applications for Payment monthly after work has been completed. A monthly invoice shall be submitted on or before the 9th day of each month for payment. The invoice will be processed through our regular cycle with payment usually made by the end of the following month. Example: Work performed from September 1st through September 30th. The invoice is to be received by the City no later than October 9th, and payment should be made by October 30th. The City shall not be liable to pay interest on any unpaid balance. Vendor is solely responsible for all taxes, withholding, or social security obligations.
- 5.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Bid Documents. The CONTRACTOR shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Public Works Director shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- 5.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein. A representative of the CONTRACTOR shall witness all field measurements.
- 5.7 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by CITY may vary from those on the Bid Form(s). The CONTRACTOR'S attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.
- 5.8 All quantities, for the submittal of payments, shall be measured and tabulated by both the Public Works Director, or representative, and CONTRACTOR. Requests for payment and supporting data shall be prepared by the CONTRACTOR and given to the Public Works Director sufficiently in advance of payment date to permit thorough checking of all quantities.
- 5.9 The **[CONTRACTOR]** shall furnish the Public Works Director whatever assistance is required, laborers, clerks and records that will enable the Public Works Director to expeditiously check all estimates and especially the final quantities of the project.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents. Work locality, weather, and with all local conditions and federal, state, and local laws ordinances, rules, policies, and regulations that in any manner affect cost, progress, or performance of the work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Public Works Director in the preparation of the Drawings and Specifications.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests, and studies of such reports and related data, in addition to those referred to in Paragraph 6.2 above as he deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are/or will be required by the CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated results of such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents.
- 6.5 CONTRACTOR has given Public Works Director written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents, and the written resolution thereof by Public Works Director is acceptable to the contract.

ARTICLE 7. EARLY TERMINATION

- 7.1 Should CONTRACTOR violate any provision of this contract, or if the level of service and performance being provided by CONTRACTOR does not meet the expectations of the CITY after providing attempts at curing such defects, the CITY may cancel this contract upon thirty (30) days written notice to CONTRACTOR without further liability therefore.

ARTICLE 8. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the CITY and the CONTRACTOR are made a part hereof and consist of the following:

- This Agreement
- Certificates of Insurance
- Payment Bond and Performance Bond
- Notice of Award
- Notices to Proceed
- General Conditions
- Governing Specifications attached as **Exhibit Addenda** numbers _____ to _____, inclusive.
- CONTRACTOR'S Bid Forms (including documentation accompanying the Bid and documentation prior to Notice of Award).

- Documentation submitted by CONTRACTOR prior to Notice of Award.
- Any modification, including Change Orders and Field Orders, duly delivered after execution of Agreement.
- Call for Bids, Instructions to Bidders, Bid Forms, Payment and Performance Bonds, and Application for Payment.

There are no contract documents other than those listed above in this Article 8. The contract documents may only be altered, amended, or replaced by a modification (as defined in Section 1 of the general conditions).

ARTICLE 9. GENERAL PROVISIONS

9.1 **Compliance with Laws**

The Contractor, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Contract.

9.2 **Applicable Laws and Venue**

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

9.3 **Indemnification.**

Contractor shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. Nothing herein, shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity.

9.4 **Waiver of Jury Trial**

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

9.5 **No Discrimination**

Contractor and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract.

9.6 **No Lobbying**

Pursuant to Chapter 216.347, F.S., the Contractor is prohibited from the expenditure of any funds under this Contract to lobby the Legislature, the judicial branch or another state agency.

9.7 **E-Verify**

CONTRACTOR has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9.8 **Contractor's Duties Regarding Public Records**

A. Compliance with Florida Laws

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract. The records subject to Chapter 119 may include, in addition to prepared documents, such communication as e-mails, text messages, inter-office memorandums, social media, and photographs or images; a person or entity may request public records via e-mail, or by oral or written request, and a response to such a request must be prompt; it is the responsibility of the CONTRACTOR to establish an in-house policy in reference to such records, and to identify and retain such communications in the normal course of business in the event a request is made to produce these records.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (863) 763-3372, EXT. 9814, EMAIL ADDRESS: LGAMIOTEA@CITYOFOKEECHOBEE.COM, AND MAILING ADDRESS: 55 SE THIRD AVE, OKEECHOBEE FL, 34974.

9.9 **No Third-Party Beneficiaries**

This Contract is solely for the benefit of the Contractor and the City. No person or entity other than the Contractor or the CITY shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.10 **Assignment**

Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

9.11 **Waiver**

No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

9.12 **Severability**

If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

9.13 **Entire Contract**

This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

9.14 **Interpretation**

Unless the context requires otherwise: The term "including" contemplates "including but not limited to."

9.15 **Survival**

All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

9.16 **Force Majeure**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance or as a result of such circumstances, but this Contract shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Contract specifies that performance by the Contractor is specifically required during the occurrence of any of the events herein mentioned.

9.17 **Inspector General Cooperation**

Contractor understands and agrees that it will comply with Section 20.055(5), Florida Statutes which provides, "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

9.18 Public Entity Crime

As required by Florida Statute 287.133(3)(a), 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 Bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit Bids on leases of real property to a Public Entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in F.S. 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

ARTICLE 10. INSPECTION AND CORRECTIVE ACTION PROCEDURES

- 10.1 The CONTRACTOR is responsible for providing the CITY's designated representative with a written report of the work performed during the week each Friday to the CITY utilizing the form provided by the CITY as Exhibit D.
- 10.2 CITY shall provide CONTRACTOR notice of any deficiency in CONTRACTOR's performance of the Services (a "Deficiency Notice") within five (5) calendar days of CONTRACTOR's completion of all or a portion of the Services during any month.
- 10.3 Upon receipt from CITY of a Deficiency Notice, CONTRACTOR shall correct said deficiency within five (5) calendar days.
- 10.4 Failure by the CONTRACTOR to submit the required written work report or to perform any corrective actions specified in the "Defiance Notice" within the time frame noted above shall result in the CITY withholding payment for the affected bid item for that month.
- 10.5 Upon discovery of any deficiency resulting in the CITY withholding payment in CONTRACTOR's performance of the Services on more than three (3) occasions during the term of this Agreement, CITY may elect not to provide CONTRACTOR a Deficiency Notice and may instead terminate this Agreement as set forth in the sub-section titled "Termination for Cause".

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this agreement. At least one counterpart each has been delivered to the CITY and CONTRACTOR. All portions of the contract documents have been signed or identified by CITY and CONTRACTOR or by Public Works Director on their behalf.

This Agreement will be effective on _____.

CITY

CONTRACTOR

By: _____
Dowling R. Watford, Jr. Mayor

By: _____

Attest: _____
Lane Gamiotea, CMC, CITY Clerk

Name: _____

Title: _____

Attest: _____

Title: _____

Corporate Seal

Addresses for giving notices:

CITY

CONTRACTOR

City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

Florida State Contractors License No

Approved as to form and legality for the use and reliance of the City of Okeechobee only.

John J. Fumero, Attorney

SECTION VIII PW
01-11-10-22
MISCELLANEOUS

- A. **No Lobbying:** All respondents are hereby placed on notice that any communication, whether written or oral, with City of Okeechobee elected officials or any City staff or outside Individuals working with the City in respect to this request (with the exception of the General Services personnel designated to receive requests for interpretation or corrections or technical questions), **is prohibited**. These persons shall not be lobbied, either individually or collectively, regarding any request for Bid, qualifications and/or any other solicitations released by the City. **To do so is grounds for immediate disqualification from the selection process.** All respondents must submit the attached No Lobbying Affidavit with their submittal stating that they and their Subcontractor, sub-consultants and agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment A**

- B. **Collusion, Gratuities and Kickbacks:** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any City Council member, City employee or City representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment B**

- C. **Modifications:** The City reserves the right to modify, alter or change the scope or other aspects of this solicitation.

- D. **Level Playing Field:** The contents of this solicitation are intended to provide a level playing field on which Firms or Individuals may base their responses.

- E. **Public Entity Crime Affidavit:** As required by Florida Statute 287.133(3)(a), 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 Bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit Bids on leases of real property to a Public Entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in F.S. 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment D**

- F. ***Conflict of Interest:*** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the City of Okeechobee City Council, or any of its agencies.

Furthermore, all respondents must disclose the name of any City officer, employee or agent who owns, directly or indirectly, an interest of five percent (5 %) or more in the Firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment E**

- G. ***Immigration Laws:*** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment F**

- H. ***Tie Bids:*** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.

EXHIBIT A
PW 01-11-10-22
CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION
GOVERNING SPECIFICATIONS

Lawn Care Service: Shall include, but not to be limited to:

1. Mowing and Trimming
 - a. Turf areas shall be maintained in a healthy, growing, green, trim condition. All grass areas should be mowed no less than 43 times per year, or accordingly to make sure that the grass areas have a neat appearance at all times, no matter how many times the contractor must mow. Mowing shall be performed to ensure a smooth surface appearance without scalping or leaving any missed, uncut grass; shall not be performed when weather or other conditions would cause damaged turf; and shall be performed carefully so as not to 'bark' trees or shrubs, intrude into ground cover beds, displace mulch, or damage sprinkler heads, etc.
 - b. Grass Height: shall be maintained about 2-3 inches or as conditions require.
 - c. Prior to mowing, the vendor shall be responsible for the removal of all trash, litter and debris including that which would be cut or scattered by mowing. Also, leaves and all tree droppings in parking lots and surrounding areas will be swept or vacuumed and removed.
 - d. Edging: Mechanical edging of all turf edges abutting sidewalks, flush paved surfaces, curbs, drives, patios, decks will be completed during each mowing. Edging shall be performed to result in neat vertical uniform lines and uniform depths. Depths, line boundaries and areas shall be determined by Designated City representatives.
2. Fertilizer
 - a. The vendor shall notify the City designee when fertilizer is needed, and he will make arrangements for the vendor to obtain from the City. The vendor shall be responsible to make sure as to not burn the lawn. The City will purchase fertilizer and give to the vendor for application. The vendor will do the application at no additional expense to the City.
3. Time
 - a. All work should begin and finish on the same day if at all possible.
4. Clean up
 - a. Vendor is to remove all trash, clippings, and all other debris before they leave the site(s). No tools, equipment, or debris will be left on the site(s) including sidewalks. This includes removal of debris for the curb edges after mowing and cleaning.
 - b. All debris (i.e., grass, tree trimmings, hedge clippings, tree branches, broken limbs, pine needles, pinecones, gravel/sand, cigarettes, cans, litter, etc.) **SHALL NOT** be blown or otherwise placed where they will be carried by runoff into stormwater drains.
5. Supervision
 - a. Vendor shall provide an adequate number of trained qualified supervisors capable of providing adequate supervision to accomplish the services.
 - b. Each supervisor, to the satisfaction of the City's representative(s), shall be capable of verbal and written communication in the English language and shall be able to adequately communicate with service workers.

- c. The City representative(s) may request the vendor to remove any supervisor if it is determined that the individual is not performing the services as seen appropriate by the City.
 - d. The supervisor shall be available for site inspections, as required by the City representative, to review maintenance procedures and practices under the contract. Deficiencies in procedures and practices shall be corrected to the satisfaction of the City's representative(s) in accordance with section 5.10 of the agreement.
- 6. Damage
 - a. Vendor shall notify City representative(s) of damaged plant materials resulting from vehicle damage, storm damage, or vandalism. All observed hazards shall be reported utilizing the vendor weekly work report.
 - b. The vendor shall be responsible for repairs or replacement of all plant materials, equipment and property damaged by his/her employees during performance of maintenance duties. After notification by the vendor of damage, the City representative(s) will determine the degree of damage and notify the Contractor of his responsibility.
 - c. All repairs shall be completed within three (3) calendar days, with the exception of sprinkler damage. Sprinkler system damage shall be repaired within one (1) day.
- 7. Debris
 - a. All debris (i.e., grass, tree trimmings, hedge clippings, tree branches, broken limbs, pine needles, pinecones, gravel/sand, cigarettes, cans, litter, etc.) shall be removed and disposed of at proper facilities at the vendor's expense. All plant beds, ground covers, and mulched areas shall be maintained free of weeds, trash, fallen limbs and dead vegetation.
 - b. All debris (i.e., grass, tree trimmings, hedge clippings, tree branches, broken limbs, pine needles, pinecones, gravel/sand, cigarettes, cans, litter, etc.) **SHALL NOT** be blown or otherwise placed where they will be carried by runoff into stormwater drains.
- 8. Irrigation
 - a. The contractor shall repair any damage done by vendor's personnel or equipment and make adjustments to sprinkler heads, as needed. Any serious malfunctions shall be reported to the City representative(s). The contractor shall trim around all sprinkler heads, as needed, to provide free flow of water.
- 9. Pruning/Trimming of shrubs, plants, bushes:
 - a. All shrubs, plants, hedges, and bushes shall be trimmed and or pruned, as necessary, to maintain a manicured appearance including trimming and or pruning necessary to maintain vehicle sight lines.
 - b. All plants shall be maintained to a well-shaped appearance according to each species natural growth habit. Flowering shrubs shall be pruned in the proper season to allow full flowering potential for the following flower season.
 - c. The vendor shall prune all hedges and plant material under the direction/approval of City representative(s).
- 10. Disease control
 - a. It is the contractor's responsibility to prevent and control all diseases that are harmful to the health and vigor of the grasses and plants.

11. Weeding

- a. Weeding and cleaning of all plant beds, including all hedges and ringed areas around trees, will be completed during each site visit to maintain a manicured appearance. For the purpose of this specification a weed will be considered as any undesirable or misplaced growth.

12. Storm Damage

- a. The contractor shall be responsible to provide labor to remove any debris at any time while under this contract, at no cost to the City, even if it is from a storm. The City may help with the larger debris that are caused by a major storm.

13. Replacement Landscape

- a. If vendor notices dead or dying landscape, they are to notify the City's designee immediately by e-mail including the number and location of the dead or dying landscape. The City's designee will authorize the replacement of the dead or dying plants based on the bid unit price schedule submitted by the vendor at the time of bid.
- b. Planting of net material shall conform to the standards specified in section X, Installation notes of this governing Specification

14. Special Events

- a. Several times during the year a special event will take place in and around our City. It is the bidders' responsibility to assure that the areas affected by the event(s) are impeccable in their appearance, both prior and after the event(s), including mowing and removal of all debris.

15. Right-of-Ways, Medians and Sidewalks

- a. All right-of-ways, medians and sidewalks located within the City of Okeechobee on West Park Street (State Road 70 West), East Park Street (State Road 70 East), North Parrott Avenue (US Highway 441 North) and South Parrott Avenue (US Highway 441 South) from the Main Intersection (US Hwy 441 and State Road 70) to the City Limits. Each block within the above specified area will have full or partial median and sidewalk that must be maintained. Even if the median is concrete, it must be maintained. A minimum of one (1) foot beyond the edge of the sidewalk (edge of right-of-way) must be maintained for appearance purposes. These are manicured areas and special attention must be given to them whenever any event requires that the medians and sidewalks need maintenance just prior to and after the event.

16. Safety and appearance

- a. Vendor shall provide and ensure the wearing of personal protective equipment (PPE), masks, eye protection, etc., as required by laws, regulations, ordinances, and/or manufacturer's instructions for material and equipment. Vendor shall assure that all personnel working within any road Right-of-Way shall always wear appropriate ANSI class vest or shirt. While performing the work required by this contract, the public will perceive you as an employee of the City. Workers should assure that the clothes they wear reflect positively on both the City and the Vendor

17. Temporary Traffic Control (TTC) (Formerly Maintenance of Traffic, MOT)

- a. Vendor shall provide proper TTC for all work performed within medians or other areas that require the temporary closure of traffic lanes. TTC shall be maintained according to indexes 600 to 625 of current FDOT design standards.

- b. Vendor shall notify the City's Public Works Director two (2) Business days prior to any lane closures.

18. Equipment

- a. It shall be the vendor's responsibility to ensure that all equipment used shall be properly maintained in order to protect the operator and public/private property. Any equipment that is inoperable, unsafe, or improper for desired use shall be removed from the premises. The City's representative(s) will have the right to reject the use of any specific piece of supplied equipment on site. It must be immediately removed, and another unit used to perform the tasks. All mowers are to be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. All mower blades are to be sharp enough to cut, rather than tear the grass.

19. Reporting

- a. It is the vendor's responsibility to report weekly the landscape maintenance tasks performed during the week by 4:00 p.m. Friday. Reports shall be submitted to Kay Matchett, Public Works Administrative Secretary by e-mail at kmatchett@cityofokeechobee.com. Failure to properly report work performed weekly will result in penalties as specified in accordance with section 5.10 of the agreement.

20. Plant Installation

- a. PLANT AND LANDSCAPE MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, AS PREPARED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.
- b. A 3" THICK LAYER OF ORGANIC NON-CYPRESS MULCH SHALL BE APPLIED TO ALL LANDSCAPE AND PLANTING AREAS.
- c. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT, CONFLICT WITH OVERHEAD POWER LINES_ LARGE TREES [HEIGHT AT MATURITY OF MORE THAN THIRTY (30) FEET SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF THIRTY (30) FEET FROM THE NEAREST OVERHEAD POWER LINE. MEDIUM HEIGHT TREE [HEIGHT AT MATURITY BETWEEN TWENTY (20) AND THIRTY (30) FEET] SHALL BE OFFSET AT LEAST TWENTY (20) FEET AND SMALL TREES [HEIGHT AT MATURITY OF" LESS THAN (20) FEET] REQUIRE NO OFFSET.
- d. NO TREE, SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE, GUY WIRE OR-PAD MOUNTED TRANSFORMER. PALMS SHOULD BE PLANTED AT A DISTANCE EQUAL TO OR GREATER THAN THE AVERAGE FRONT LENGTH PLUS TWO (2) FEET FROM POWER LINES.
- e. WETLAND BUFFERS, BUFFER PROTECTION AREAS, AND UPLAND PRESERVE AREAS SHALL BE PROTECTED FROM EXCAVATION, CONSTRUCTION, AND OTHER BUILDING MAINTENANCE ACTIVITIES.
- f. TREES TO REMAIN DURING CONSTRUCTION SHALL BE PROTECTED AND BARRICADED. SEE TREE PROTECTION DETAIL IN FOOT INDEX 544.
- g. FERTILIZER SHALL BE COMPLETE WITH APPROXIMATELY THE FOLLOWING RATIO: 3N-1P- JK (+1MG FOR PALMS ONLY)
- h. TREES AND PALMS ARE TO BE PLANTED IN ACCORDANCE TO PLANTING DETAILS. GOOD HORTICULTURAL PRACTICES MUST BE OBSERVED.
- i. TREES AND PALMS ARE TO BE PLANTED AT LOCATIONS IDENTIFIED BY THE CITY BY A STAKE OR PAINT MARKING.

- j. EXCAVATE PLANTING HOLES WITH VERTICAL SIDES. DO NOT DISTURB SOIL AT BOTIOM OF PLANTING HOLES. MAKE EXCAVATIONS TWICE AS WIDE AS THE ROOT BALL DIAMETER AND SLIGHTLY LESS (TWO INCHES) THAN THE DISTANCE BETWEEN THE TOP-MOST ROOT IN THE ROOT BALL AND THE BOTIOM OF THE ROOT BALL ALTERNATIVELY, EXCAVATE THE HOLE SLIGHTLY WIDER THAN THE ROOT BALL ANO PLACE THE ROOT BALL IN THE HOLE SO THE TOP-MOST ROOT IS EVEN WITH OR SLIGHTLY (2 INCHES) HIGHER THAN THE SURROUNDING LANDSCAPE GRADE. THEN, LOOSEN THE SURROUNDING SOIL OUT TO A DIAMETER EQUAL TO TWICE THE DIAMETER OF THE ROOT BALL. FINALLY, PUSH THE LOOSENED SOIL TOWARD THE ROOT BALL TO FILL THE HOLE.

IF WATER FILLS THE BOTIOM OF THE PLANTING HOLE, ADD SOIL TO THE BOTIOM OF THE HOLE UNTIL THE WATER IS COVERED. PACK THIS ADDED SOIL FIRMLY. PLACE THE ROOT BALL ON THIS PACKED, SOLID SOIL, NOT IN WATER. NO PART OF THE ROOT BALL SHALL BE PLACED IN WATER. IF NECESSARY, BRING IN SOIL SIMILAR TO SITE SOIL TO COVER THE SIDES OF THE ROOT BALL, CREATING A RAISED MOUND. THE BASE OF THE MOUND (I.E. THE OUTER DIAMETER) CREATED SHALL BE AT LEAST SIX TIMES THE DIAMETER OF THE ROOT BALL.

WHEN PLANTING ON A SLOPE, THE TOP-MOST MAIN ROOT IN THE ROOT BALL SHALL BE EVEN WITH THE GRADE ON THE UPHILL SIDE OF THE TREE. SITE SOIL WILL NEED TO BE ADDED ON THE DOWNHILL SIDE TO COVER THE SIDES OF THE ROOT BALL ANO TO CONSTRUCT THE SOIL BERM TO HOLD WATER_ THE AMOUNT OF SOIL ADDED ON THE DOWNHILL SIDE WILL DEPEND ON THE SLOPE ANO SIZE OF THE ROOT BALL.

- k. REMOVE ALL WOOD. PLASTIC. OR GRO-BAGS FROM THE ROOT BALL SET PLANTS IN CENTER OF HOLES WITH THE TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISHED LANDSCAPE GRADES AND PLUMB THE TREE SO THE TRUNK IS VERTICAL. BACKFILL FIELD SOIL AROUND SIDES OF ROOT MASS AND WORK EACH LAYER TO SETTLE AND ELIMINATE VOIDS AND AIR POCKETS. MATERIAL MUST BE WATERED IN AS PLANTED. PROVIDE APPROXIMATELY 5 GALLONS OF WATER PER INCH OF TRUNK CALIPER TO THE ROOT BALL ONCE ALL BACKFILL IS FILLED IN AROUND THE ROOT BALL.
- l. PROVIDE A 2-3" HIGH SOIL BERM AROUND THE EDGE OF ROOT BALL TO FORM A SHALLOW SAUCER TO COLLECT WATER. THE WATERING SAUCER, REGARDLESS OF HOLE SIZE, IS TO BE AT EDGE OF ROOT BALL- ALTERNATIVELY, COBRA EDGING IS TO BE INSTALLED AT THE EDGE OF THE ROOT BALL.
- m. BROADCAST OVER THE ROOT BALL AND BACKFILL SOIL, AT THE RECOMMENDED RATE. A BROAD-SPECTRUM PRE-EMERGENT HERBICIDE PRIOR TO MULCHING.
- n. APPLY A CONTROLLED-RELEASE FERTILIZER TO THE SOIL SURFACE UNDER THE MULCH AT 1LB. NITROGEN PER 1000 FT², PRIOR TO MULCHING. NO OTHER AMENDMENTS ARE NECESSARY.
- o. ON TREES UP TO 4" CALIPER. APPLY A THREE (3) -INCH LAYER OF MULCH TO AN EIGHT (8)-FOOT DIAMETER CIRCULAR AREA AROUND THE TRUNK_ ON LARGER CALIPER TREES, APPLY A TWO (2)-FOOT DIAMETER MULCH AREA FOR EACH INCH OF TRUNK CALIPER. NO MULCH SHALL BE APPLIED TO THE INNER HALF OF THE ROOT BALL SURFACE.
- p. TREES AND PALMS ARE TO BE SECURED BY AWARDED BIDDER.

- q. A REPRESENTATIVE WILL INSPECT TREES AND PALMS DURING INSTALLATION. MATERIAL THAT IS IN SHOCK OR HAS BEEN DAMAGED DURING INSTALLATION SHALL BE REPLACED BY AWARDED BIDDER WITHIN FIVE (5) WORKING DAYS FROM NOTIFICATION.
- r. REMOVE FROM WORK SITE ALL EXCESS MATERIALS (E.G. SOIL, DEBRIS AND EQUIPMENT) DAILY THROUGH DURATION OF PROJECT- DAMAGES RESULTING FROM INSTALLATION SHALL BE REPAIRED BY AWARDED BIDDER.
- s. PRUNING: IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.
- t. PRUNING: IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.

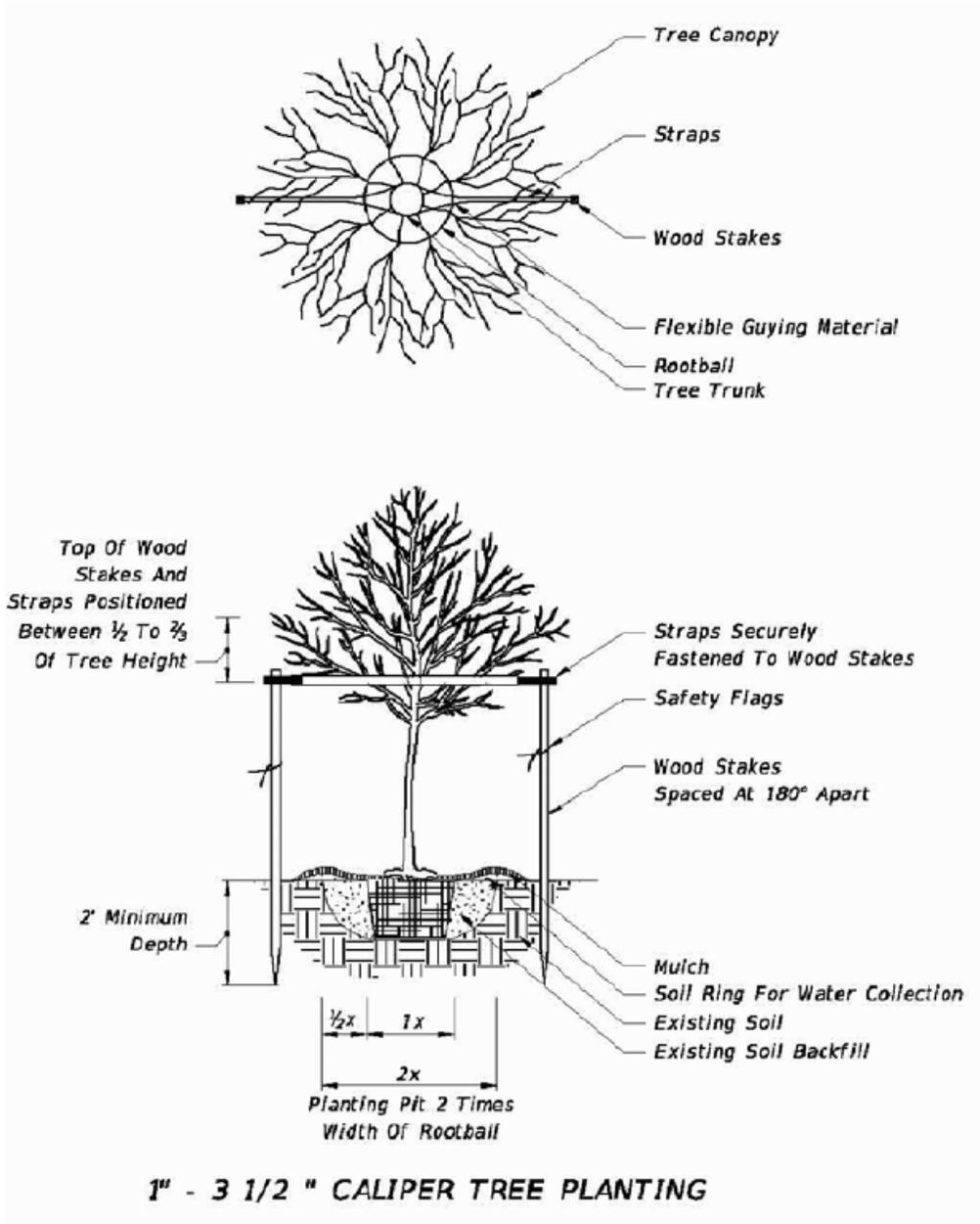
21. ACCEPTANCE NOTES

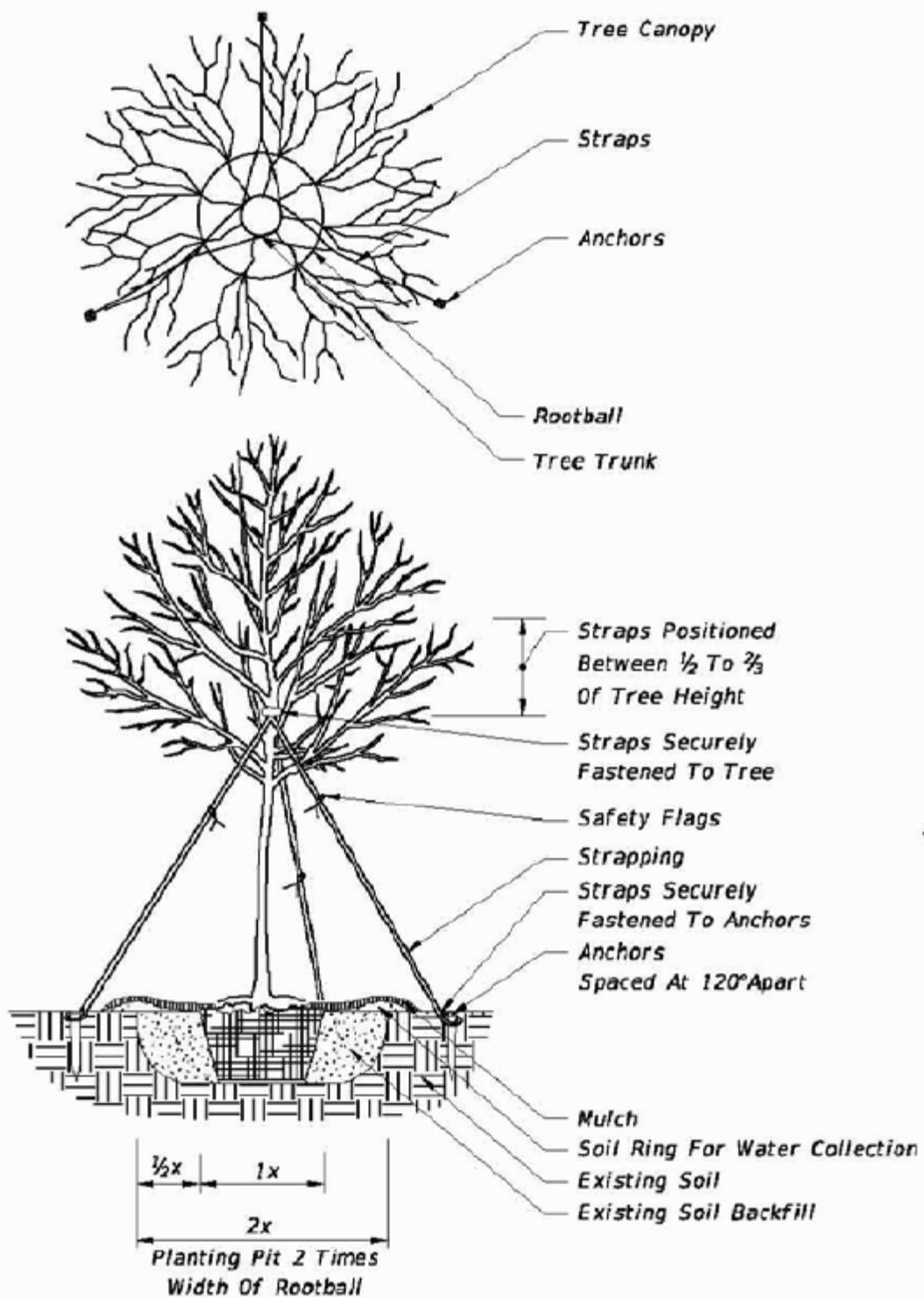
- a. INSPECTION TO DETERMINE ACCEPTANCE OF PLANTED AREAS WILL BE MADE BY THE CITIES REPRESENTATIVE UPON AWARDED BIDDER'S REQUEST. PROVIDE NOTIFICATION A MINIMUM OF TWO (2) WORKING DAYS NOTICE BEFORE REQUESTED INSPECTION DATE. NORMAL BUSINESS HOURS FOR THE PUBLIC WORKS DEPARTMENT ARE MONDAY TO THURSDAY, 6:30 A.M. TO 5:00 P.M.
PLANTED AREAS WILL BE ACCEPTED PROVIDED ALL REQUIREMENTS INCLUDING MAINTENANCE, HAVE BEEN SATISFIED AND PLANT MATERIALS ARE IN A HEALTHY VIGOROUS CONDITION.
- b. THE CITY'S REPRESENTATIVE WILL PREPARE A "PUNCH LIST" OF THOSE ITEMS, WHICH MUST BE CORRECTED BEFORE RE-INSPECTION FOR FINAL ACCEPTANCE. THE REPRESENTATIVE WILL DETERMINE AN APPROPRIATE TIME PERIOD FOR CORRECTIONS. AWARDED BIDDER MUST REQUEST RE-INSPECTION TWO (2) DAYS IN ADVANCE.

22. NEW PLANTING MAINTENANCE

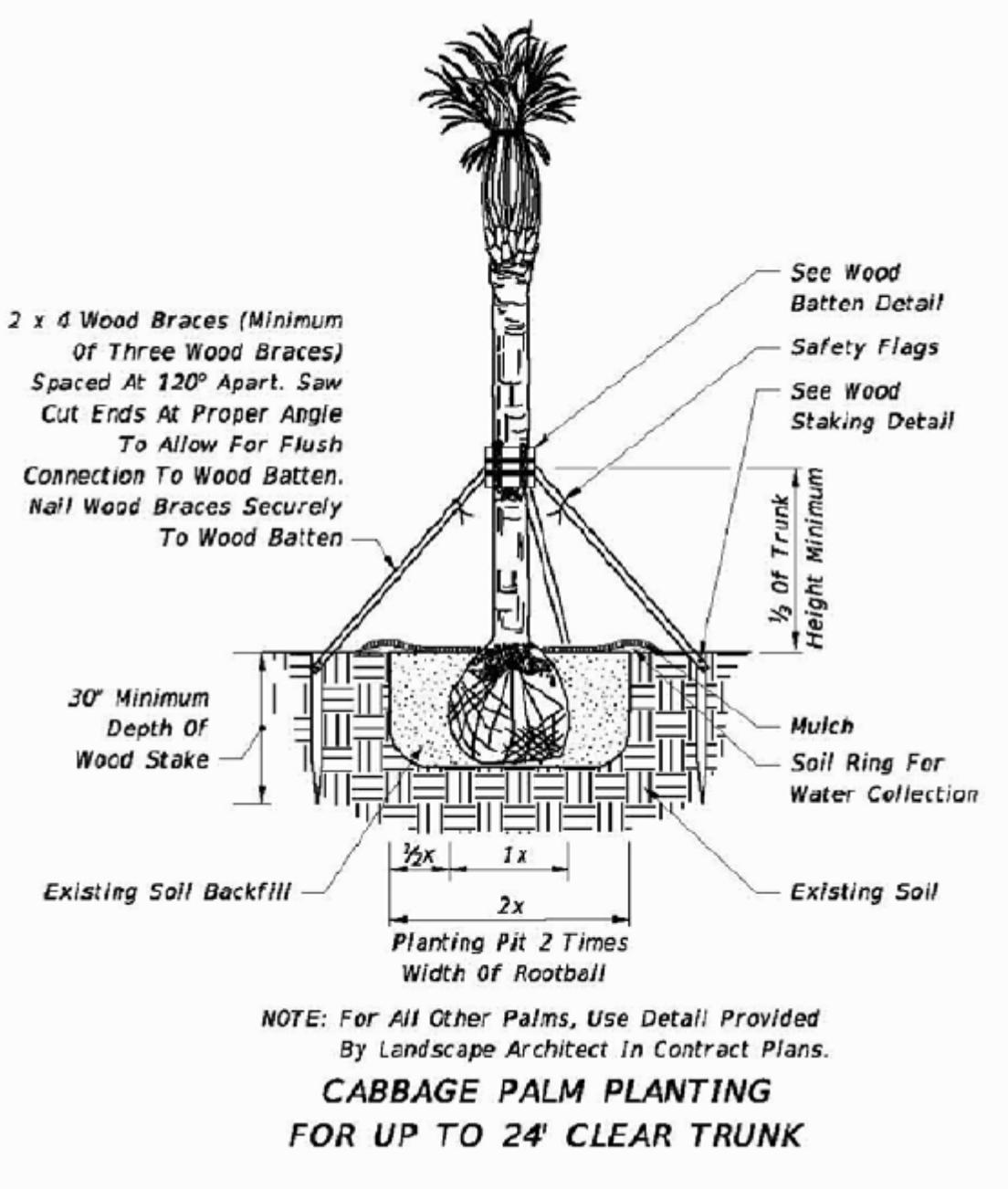
- a. BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING. MAINTAIN ALL PLANT MATERIAL UNTILL FINAL INSPECTION AND FOR A MAINTENANCE AND WARRANTY PERIOD OF TWELVE (12) MONTHS AFTER FINAL ACCEPTANCE.
- b. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO PRUNING, CULTIVATING, MOWING, WEEDING, FERTILIZING, WATERING, AND APPLICATION OF APPROPRIATE PESTICIDES NECESSARY TO MAINTAIN PLANTS IN HEALTH CONDITION.
 - i. RESET SETTLED PLANTS TO PROPER GRADE AND POSITION
 - ii. RESTORE SOIL BERM AND MULCH LAYER
 - iii. TIGHTEN AND REPAIR ELASTIC GUYS OR OTHER SUPPORTS
 - iv. CORRECT DEFECTIVE WORK
 - v. REMOVE AND REPLACE REJECTED MATERIAL WITHIN ONE (1) WORKING DAY FROM NOTIFICATION
 - vi. MAINTAIN MULCH SURFACE WEED FREE.
- c. THE CONTRACTOR IS RESPONSIBLE FOR A 90 DAY WATERING IN PERIOD AND FOR A ONE YEAR PLANT SURVIVAL GUARANTEE.

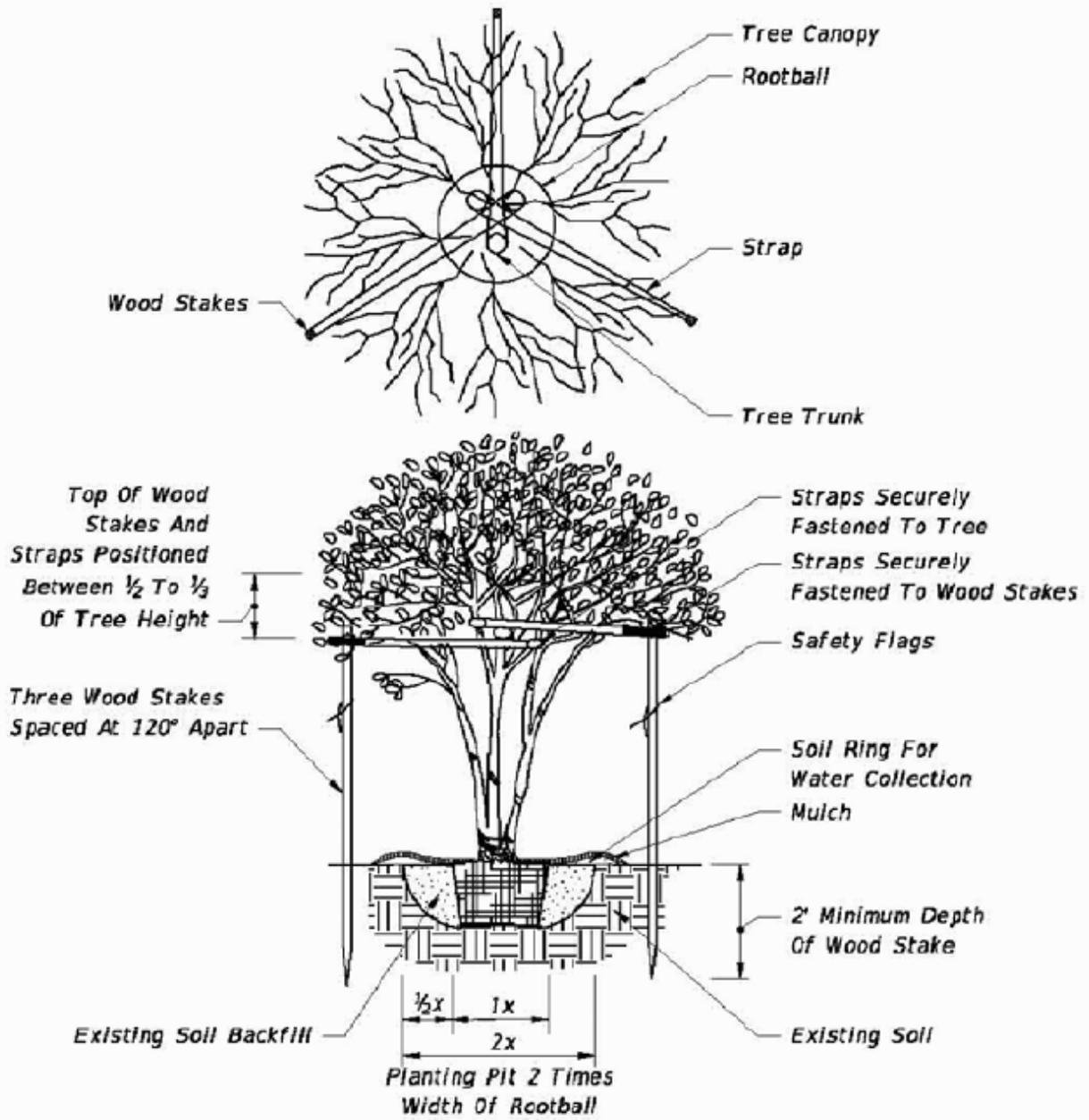
23. PLANT INSTALLATION DETAILS



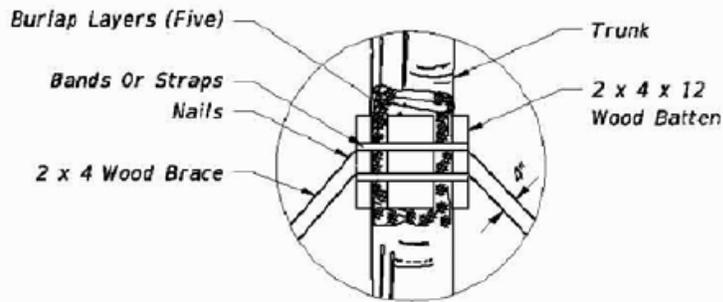


4" AND LARGER CALIPER TREE PLANTING

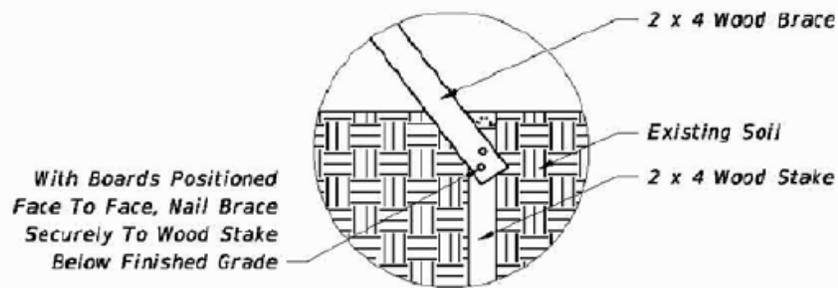




MULTI-TRUNK TREE PLANTING

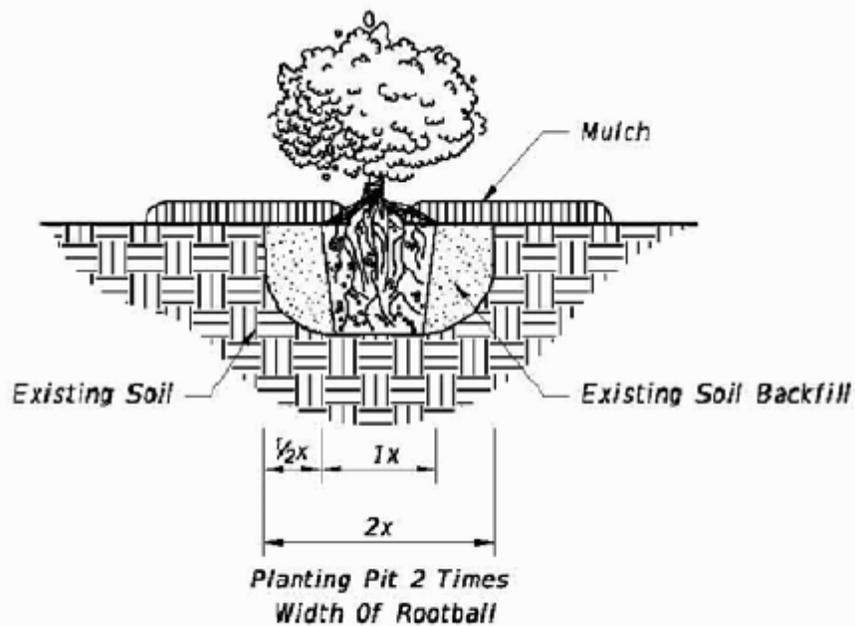


WOOD BATTEN DETAIL



NOTE: Stake Into Firm, Existing Soil.

WOOD STAKING DETAIL



GROUND COVER/SHRUB PLANTING

EXHIBIT B
PW 01-11-10-22
CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION
BID UNIT PRICE SCHEDULE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QTY.	UNIT PRICE	AMOUNT
1	LANDSCAPE MAINTENANCE, CITY HALL, CITY PARKS, POLICE DEPARTMENT, FIRE DEPARTMENT, CHAMBER OF COMMERCE	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
2	LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23 RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
3	LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: NORTH PARROTT AVENUE (US 441), PARK STREET. (SR 70) TO NORTH 17 TH STREET, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
4	LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: WEST PARK ST (SR70) WEST 12 TH AVENUE TO PARROTT AVENUE (US 441), INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
5	LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: EAST PARK ST (SR70), PARROTT AVENUE EAST TO EAST 13 TH AVENUE	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
6	LANDSCAPE MAINTENANCE, PLANTING BEDS AND SIDEWALKS: SOUTH PARK STREET, WEST 6 TH AVE TO EAST 2 ND AVENUE	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
7	LANDSCAPE MAINTENANCE, MOWING, PLANTING BEDS AND SIDEWALKS: CENTENNIAL PARK	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
8	Landscape Maintenance, SW 7 th Ave planting bed in 100 block	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
9	Landscape Maintenance, Raulerson Cabin, 811 SW 2 nd Avenue.	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
10	Landscape Maintenance, Primitive Baptist Church, 1003 SW 3 rd Avenue	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
11	Landscape Maintenance, Medians on SW 5 th Avenue, SW 3 rd Street, SW 4 th Street, SW 6 th Street, SE 4 th Street	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		

12	Landscape Maintenance, Mowing, Unimproved ROW between SE 8 th Street and SE 9 th Street, Taylor Creek to SE 9 th Avenue	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
13	Landscape Maintenance, Mowing, unimproved ROW NW 9 th Avenue and NW 6 th Street (adjacent to CenturyLink Property)	EA	PER ATTACHMENT A GOVERNING SPECIFICATION		
14	LANDSCAPE MAINTENANCE – RED MULCH INSTALLATION	CY	PER ATTACHMENT A GOVERNING SPECIFICATION		
15	LANDSCAPE MAINTENANCE – PALM TREE TRIMMING AND WASTE REMOVAL. US 441 MEDIANS, CITY HALL PARK, FLAGLER PARKS, CHAMBER OF COMMERCE	ANNUAL	PER ATTACHMENT A GOVERNING SPECIFICATION		
16	NEW LANDSCAPE, FURNISH AND INSTALL NEW LIVE OAK (QUERCUS VIRGINIANA). 200 GALLON, 5"-6" CALIPER, 18'-22' HT X 8' – 12' SPREAD, 6' CLEAR TRUNK, FLORIDA NO. 1	EA	6		
17	NEW LANDSCAPE, FURNISH AND INSTALL NEW CRAPE MYRTLE (LAGERSTROEMIA X TUSCARORA) "SMALL TREE VARIETY". 12' – 14' HT X 5-6' SPREAD, MULTI, 5-7 TRUNKS, 4-5' CT, FLORIDA FANCY	EA	10		
18	NEW LANDSCAPE, FURNISH AND INSTALL NEW BLACK DIAMOND CRAPE MYRTLE (LAGERSTROEMIA INDICA 'BLACK DIAMOND-BEST RED') "SMALL TREE VARIETY". 12' – 14' HT X 5-6' SPREAD, MULTI, 5-7 TRUNKS, 4-5' CT, FLORIDA FANCY	EA	10		
19	NEW LANDSCAPE, FURNISH AND INSTALL NEW CRAPE MYRTLE (LAGERSTROEMIA 'MUSKOGEE' & 'NATCHEZ') "SMALL TREE VARIETY". 12' – 14' HT. X 5-6' SPREAD, STANDARD TRUNK, 4-5' CT, FLORIDA FANCY	EA	10		
20	NEW LANDSCAPE, FURNISH AND INSTALL NEW BALD CYPRESS TREE (TAXODIUM DISTICHUM) 14' -16' HT. X 5-6' SPREAD, 5" DBH, 4-5' CT, FLORIDA NO. 1	EA	5		
21	NEW LANDSCAPE, FURNISH AND INSTALL CABBAGE PALM (SABAL PALMETTO) 16', 18', & 22', SMOOTH TRUNK, STAGGER HEIGHTS, FLORIDA NO. 1	EA	5		
22	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL BLUE PACIFIC JUNIPER (JUNIPERUS CONFERTA 'BLUE PACIFIC'. 1 GALLON	EA	100		
23	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL INDIAN HAWTHORNE (RAPHIOLEPIS INDICA), 3 GALLON, 2'X2', 2' O.C.	EA	25		
24	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL DWARF SCHILLINGS HOLLY (ILEX VOMITORIA 'SCHILLINGS DWARF'. 3 GALLON, 12"X14", 18" O.C.	EA	100		
25	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL VIBURNUM 'WITHLACOOCHEE' (VIBURNUM OBOVATUM 'WITHLACOOCHEE') 3 GALLON, 18"X18", 18" O.C.	EA	25		

26	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL DWARF PINK ICE OLEANDER (NERIUM OLEANDER 'ICE PINK'. 3 GALLON 24"X24", 2' O.C.	EA	25		
27	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL COONTIE (ZAMIA INTEGRIFOLIA OR PUMILA) 7 GALLON, 18"X24", 3' O.C.	EA	25		
28	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL SANDANKWA VIBURNUM (VIBURNUM SUSPENSUM), 3 GALLON, 24"X24", 2' O.C.	EA	100		
29	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL GOLD MOUND (DURANTA ERECTA 'GOLD MOUND') 3 GALLON, 13"X15", 18" O.C.	EA	25		
30	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL DWARF FIREBUSH (HAMELIA PATENS 'COMPACTA') 3 GALLON, 18"X18", 18" O.C.	EA	25		
31	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL IMPERIAL BLUE PLUMBAGO (PLUMBAGO AURICULATA 'IMPERIAL BLUE') 3 GALLON, 24"x24", 24" O.C.	EA	50		
32	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL IXORA 'NORA GRANT' (IXORA 'NORA GRANT') 3 GALLON, 24"X24", 2' O.C.	EA	25		
33	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL RED TIPPED COCOPLUM (CHRYSOBALANUS ICACO 'RED TIP') 3 GALLON, 18"X18", 18" O.C.	EA	25		
34	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL FLORIDA PRIVET (FORESTIERA SEGREGATA) 3 GALLON, 24"X24", 24" O.C.	EA	25		
35	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL YELLOW ANISE (ILICUM PARVIFLORUM) 3 GALLON, 18"X18", 18" O.C.	EA	25		
36	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL COMPACT SIMPSON'S STOPPER (MYRCIANTHES FRAGRANS 'COMPACTA') 3 GALLON, 24"X18", 24" O.C.	EA	25		
37	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL MYRSINE (MYRSINE CUBANA) 3 GALLON, 24"X18", 24" O.C.	EA	25		
38	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL BRUSH CHERRY (SYZYGIVM PANICULATUM 'GLOBULUS') 15 GALLON, 6' COLUMN	EA	10		
39	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL PODOCARPUS (PODOCARPUS MACROPHYLLUS) 3 GALLON, 24"X18", 24" O.C.	EA	25		
40	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL PODOCARPUS (PODOCARPUS MACROPHYLLUS) 50 GALLON, 8' COLUMN	EA	5		
41	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL SILVER SAW PALMETTO (SERENOA REPENS 'CINEREA') 7 GALLON 24"x24"	EA	15		
42	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL WAX MYRTLE (MYRICA CERIFERA) 3 GALLON 24"x24"	EA	25		

43	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL VARIEGATED FLAX LILLY (DIANELLA TASMANICA 'VARIEGATA') 1 GALLON, 12"X12", 18" O.C.	EA	50		
44	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL SAND CORD GRASS (SPARTINA BAKERI) 1 GALLON, 12"X10", 18" O.C.	EA	25		
45	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL PERENNIAL PEANUT (ARACHIS GLABRATA 'ECOTURF') 1 GALLON, 12" O.C.	EA	100		
46	NEW LANDSCAPE/REPLACEMENT, FURNISH AND INSTALL SUNSHINE MIMOSA (MIMOSA STRIGILLOSA) 3 GALLON	EA	25		
				TOTAL BID AMOUNT	
(Based on Bid Unit Prices & Estimated Quantities)					

Bidders Company Name _____

NOTE: This Bid is on a unit price basis. The total estimated amount is for Bid comparison purposes only. The Contractor should field verify the actual site conditions prior to time of bidding and before submitting the Bid proposal. The Contractor should read the special conditions and the requirements for insurance before submitting a Bid proposal. The Contractor shall furnish the City of Okeechobee with a Payment and Performance Bond in 100 percent (100%) of the total estimated amount of the contract. The Payment and Performance Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The Contractor in his Bid shall include the cost of said bond.

I have attached the required 5 percent (5%) Bid Security to this Bid.

Bidder: _____ Date: _____
(Company Name)

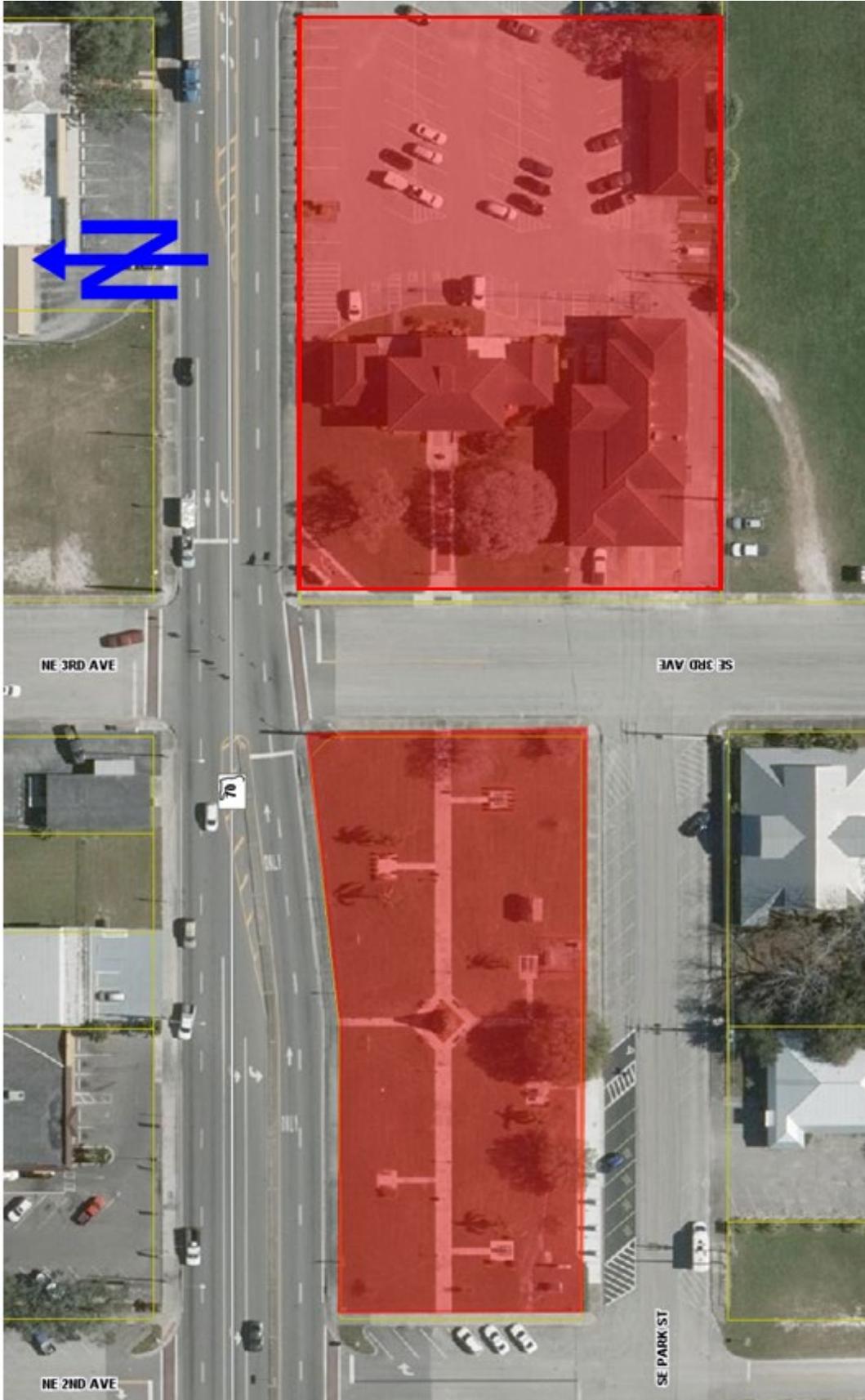
By: _____ Title: _____
(Signature)

_____ Email: _____
(Printed Name)

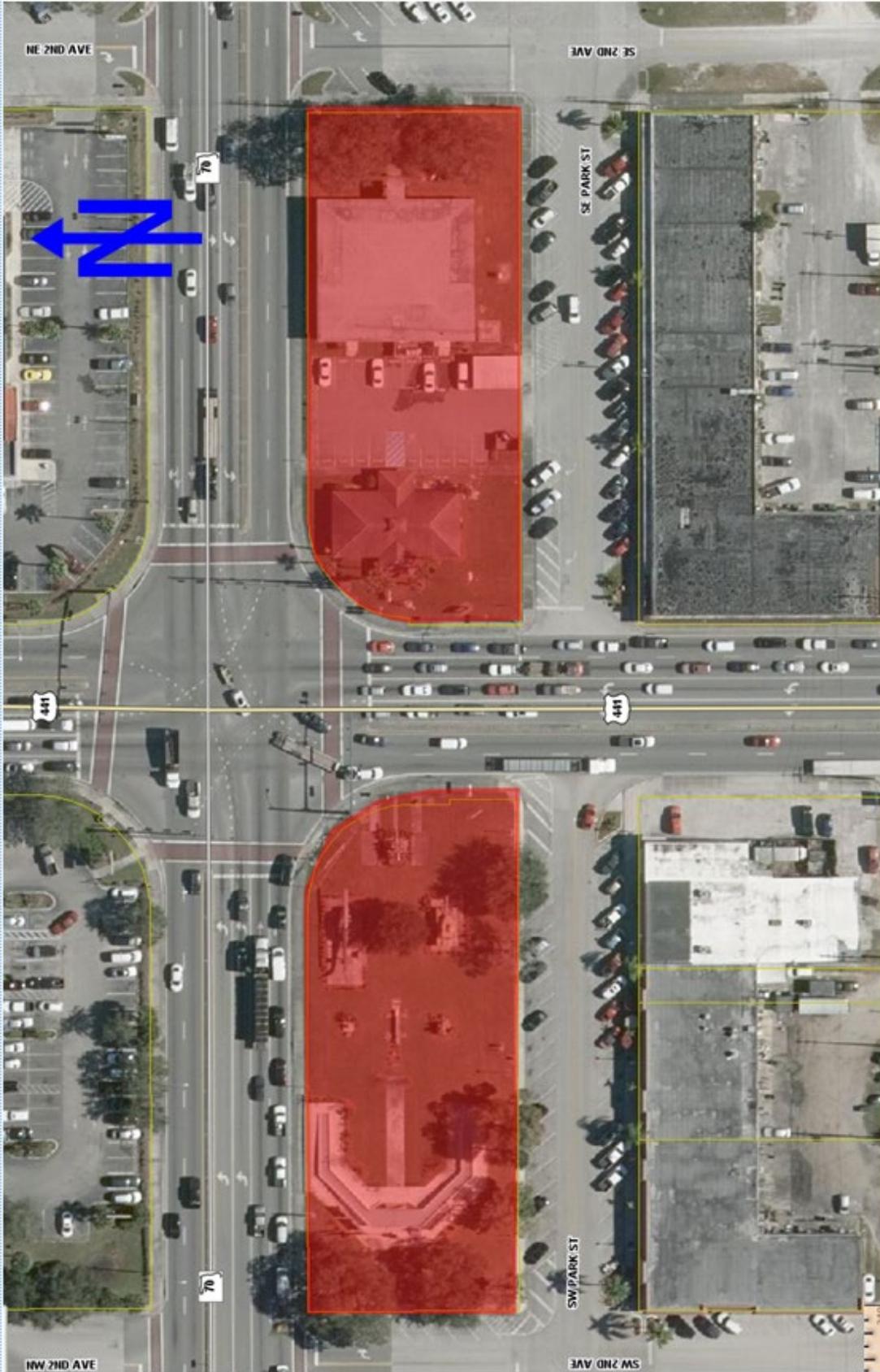
Mailing Address: _____

Office Number: _____ Fax Number: _____

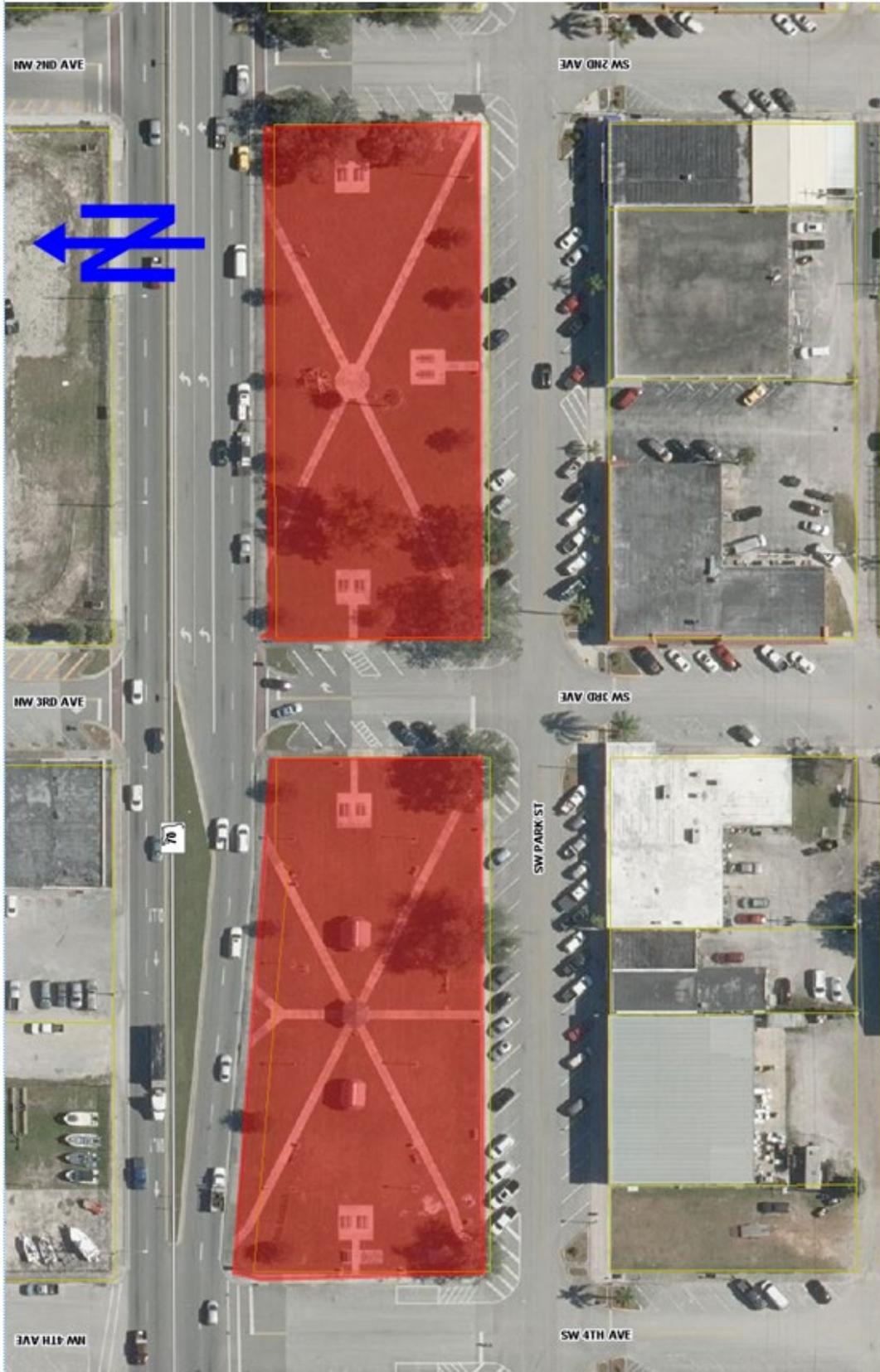
EXHIBIT C
PW 01-11-10-22
CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION
MAINTENANCE AREA DETAIL MAPS



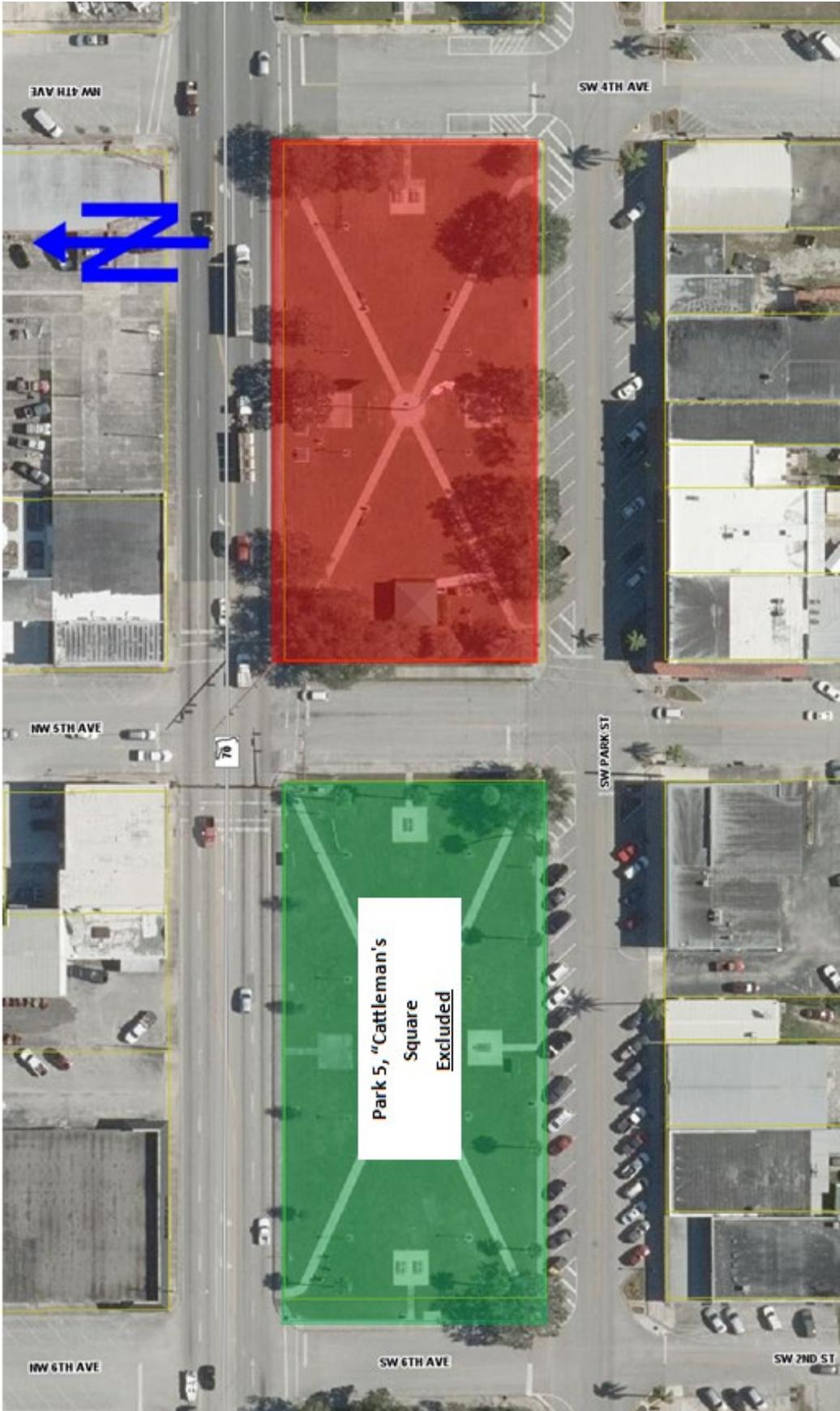
BID ITEM 1 LANDSCAPE MAINTENANCE, CITY HALL, CITY PARKS, POLICE DEPARTMENT, FIRE DEPARTMENT, CHAMBER OF COMMERCE



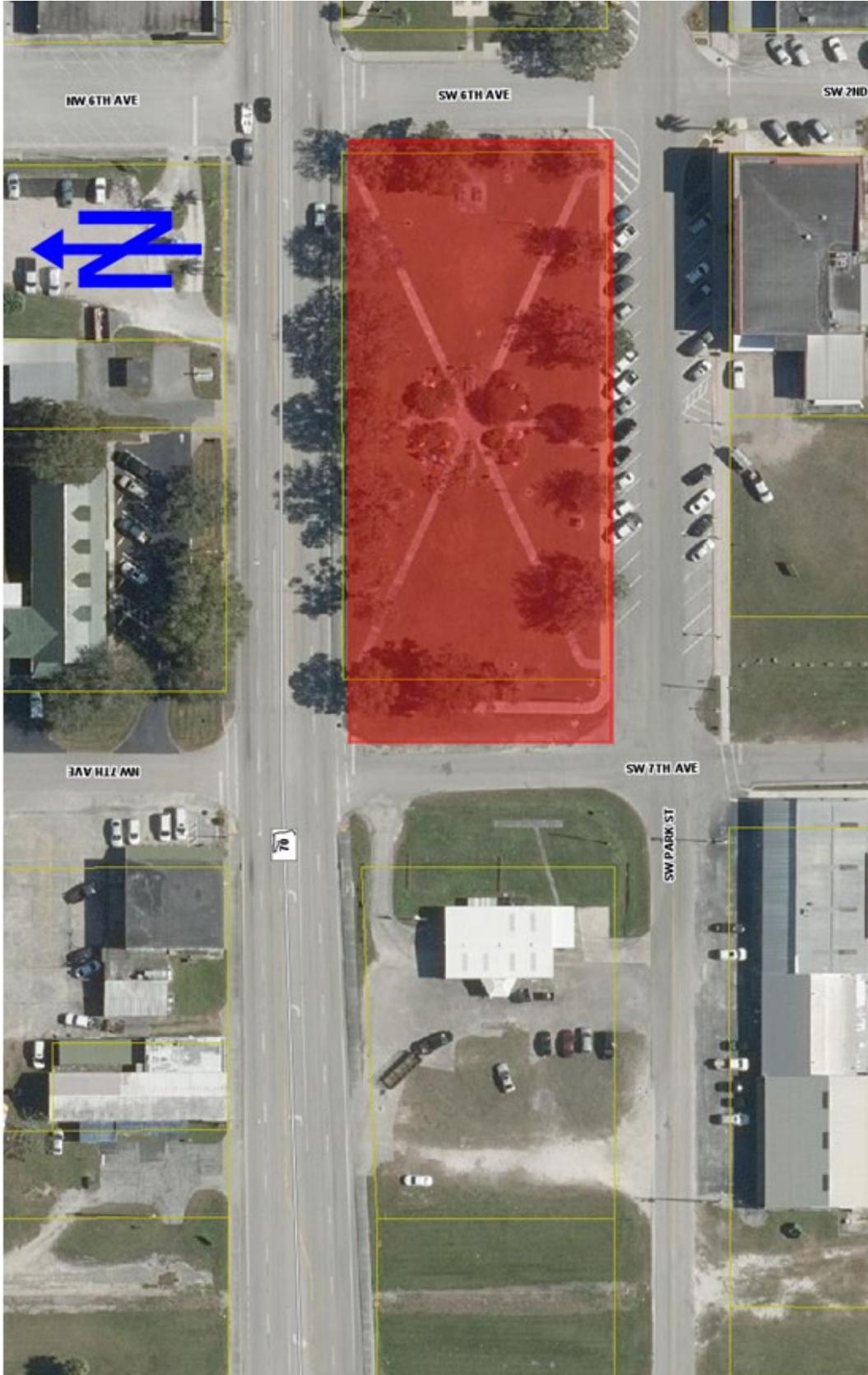
BID ITEM 1 LANDSCAPE MAINTENANCE, CITY HALL, CITY PARKS, POLICE DEPARTMENT, FIRE DEPARTMENT, CHAMBER OF COMMERCE



BID ITEM 1 LANDSCAPE MAINTENANCE, CITY HALL, CITY PARKS, POLICE DEPARTMENT, FIRE DEPARTMENT, CHAMBER OF COMMERCE



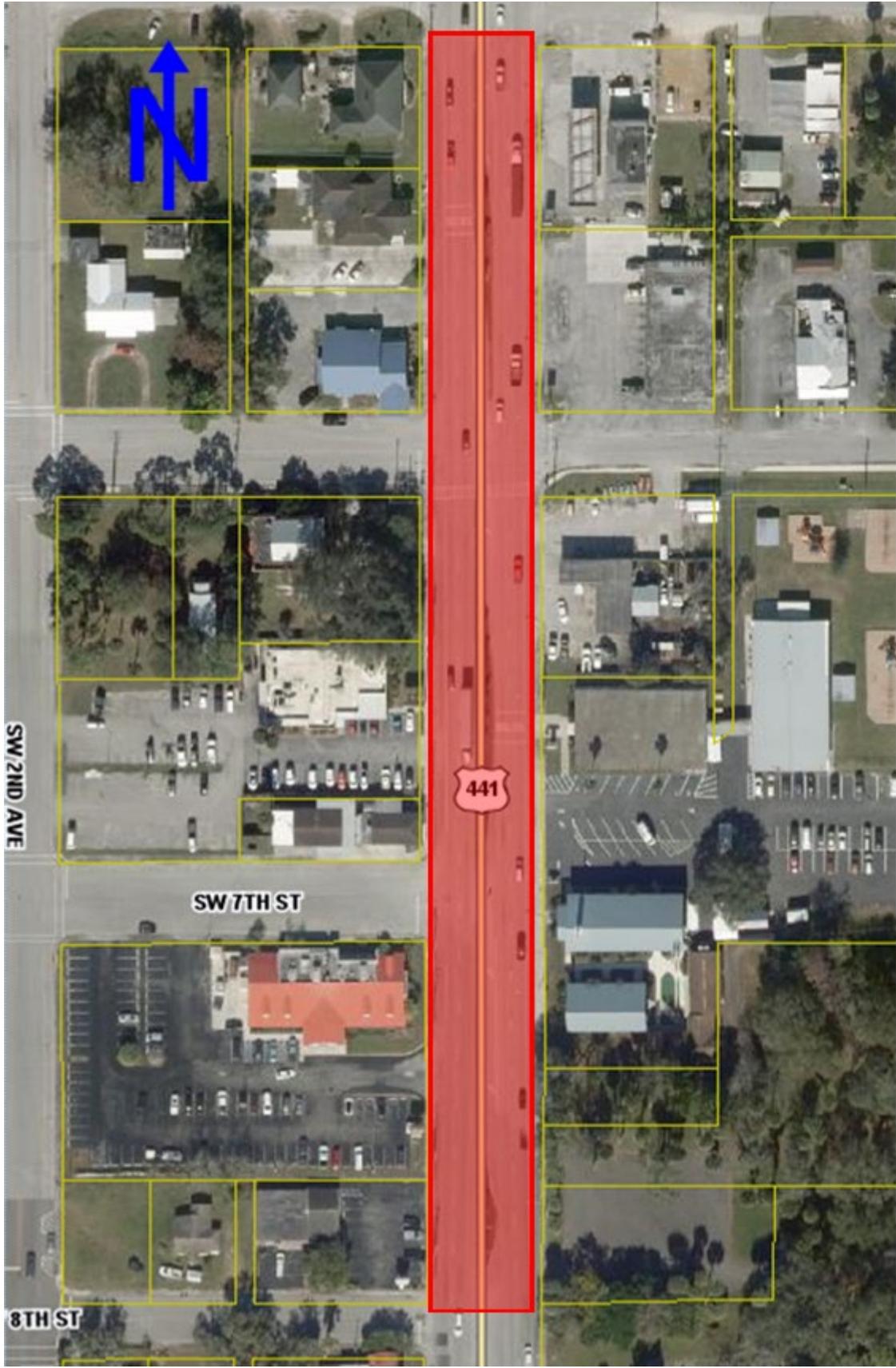
BID ITEM 1 LANDSCAPE MAINTENANCE, CITY HALL, CITY PARKS, POLICE DEPARTMENT, FIRE DEPARTMENT, CHAMBER OF COMMERCE



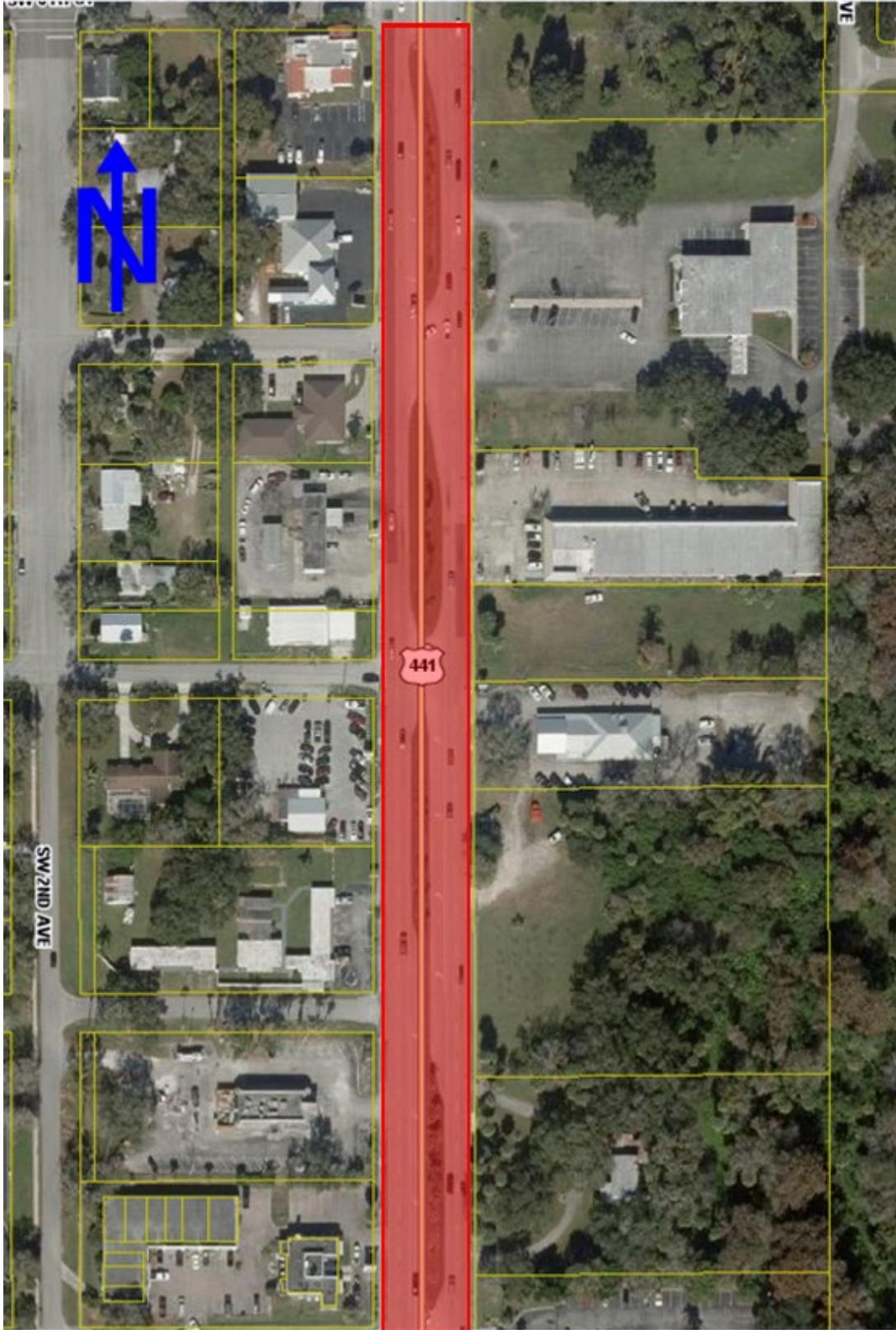
**BID ITEM 1 LANDSCAPE MAINTENANCE, CITY HALL, CITY PARKS, POLICE DEPARTMENT, FIRE
DEPARTMENT, CHAMBER OF COMMERCE**



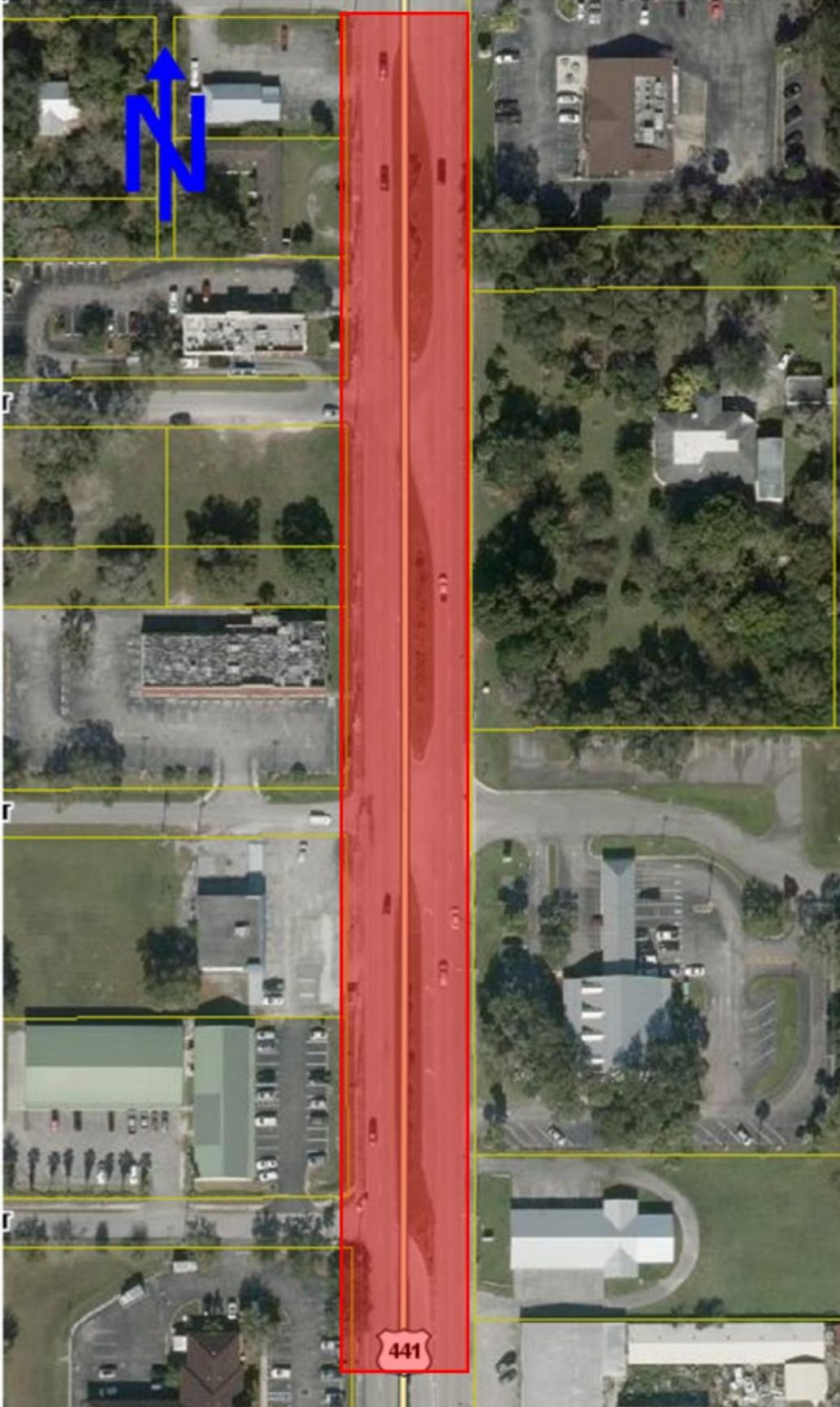
BID ITEM 2 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



BID ITEM 2 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



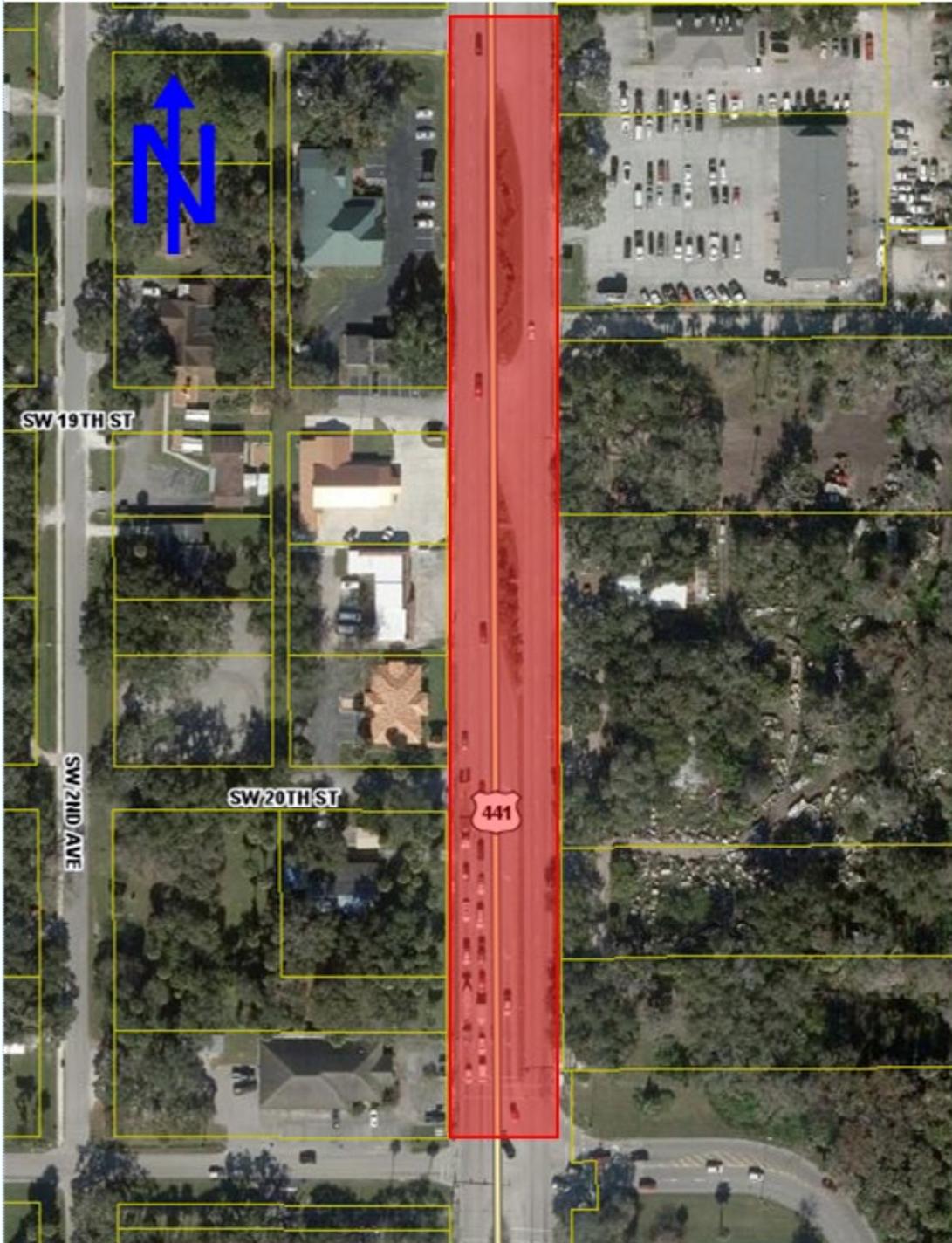
BID ITEM 2 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



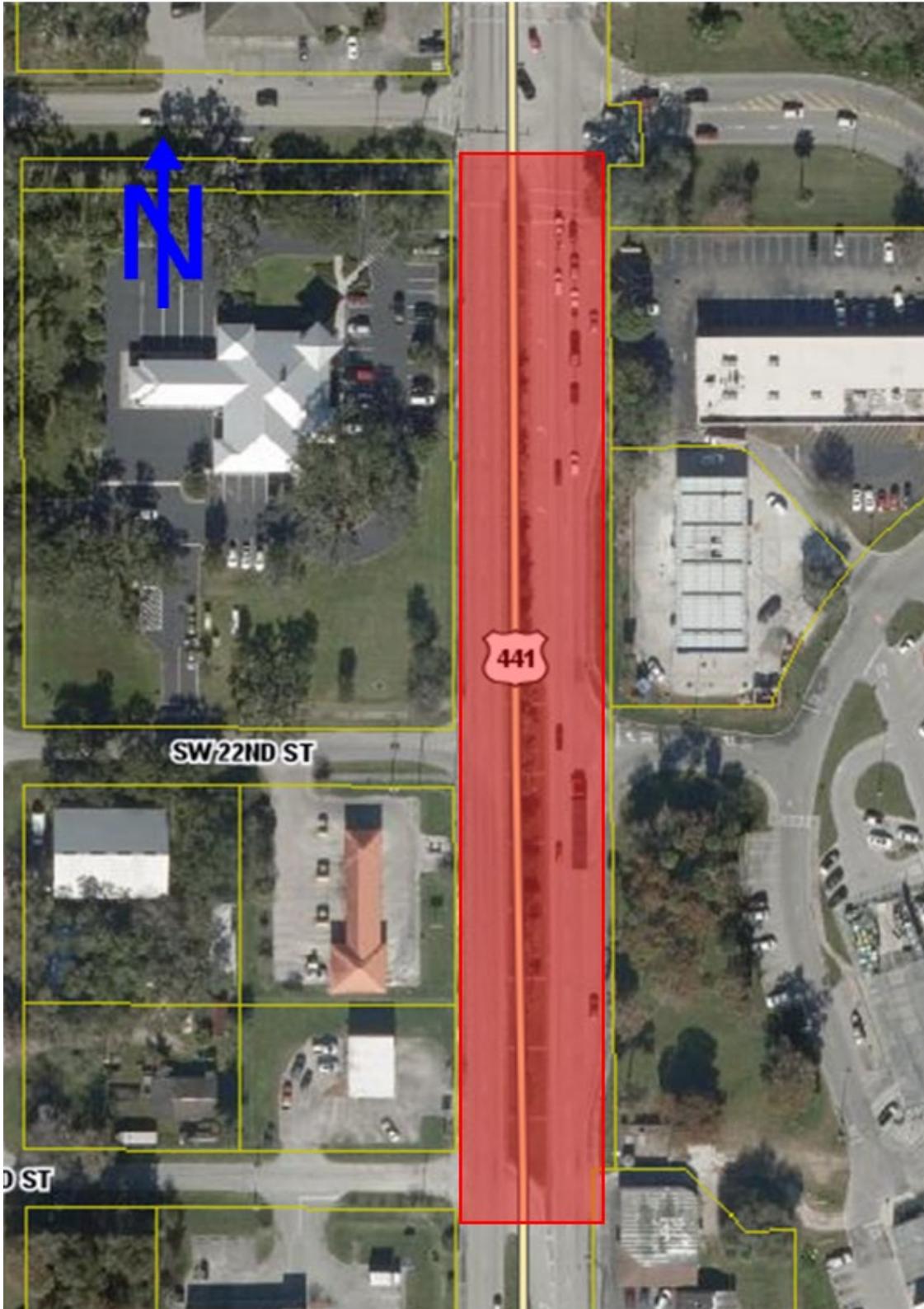
BID ITEM 2 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



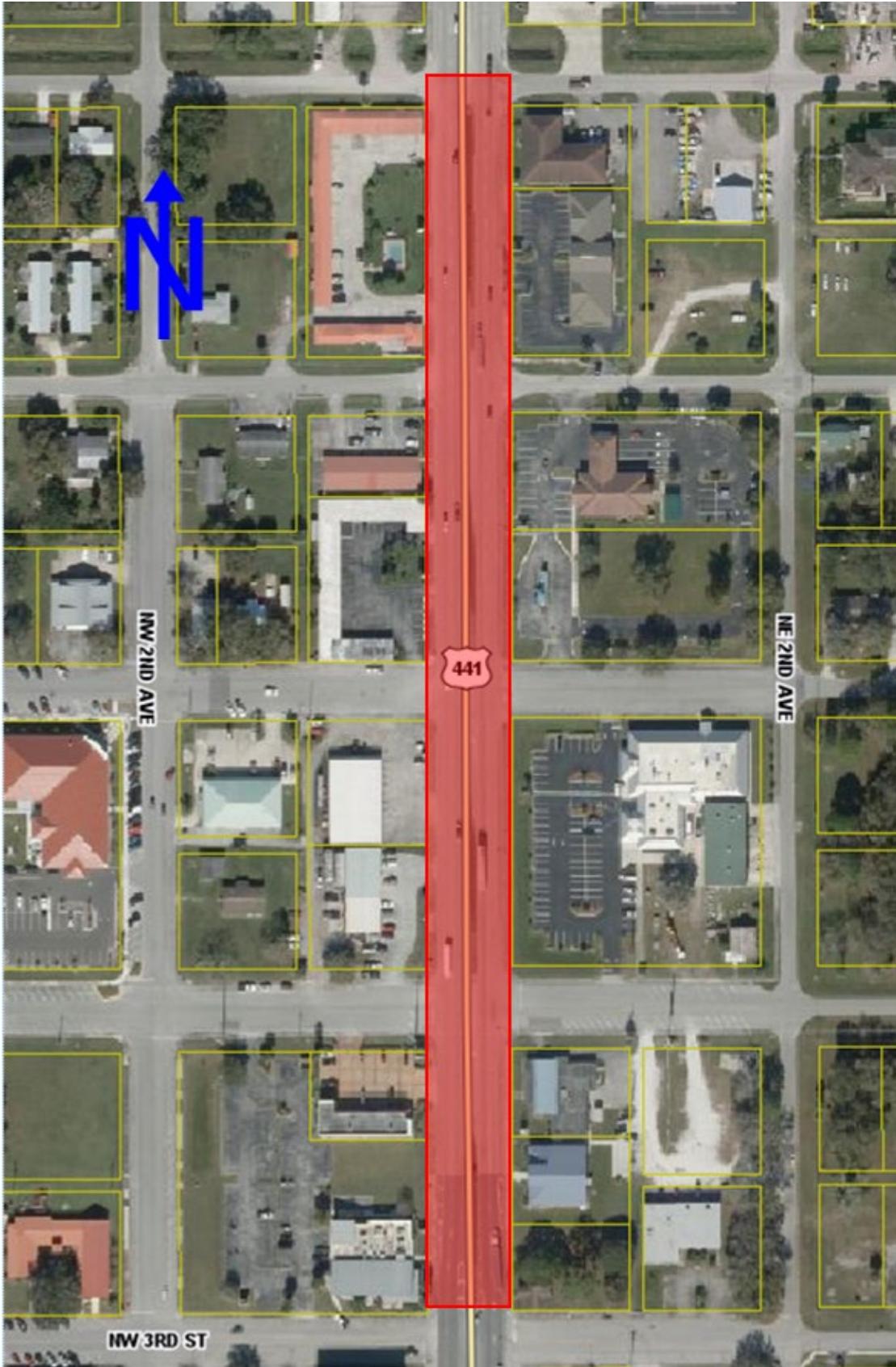
BID ITEM 2 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



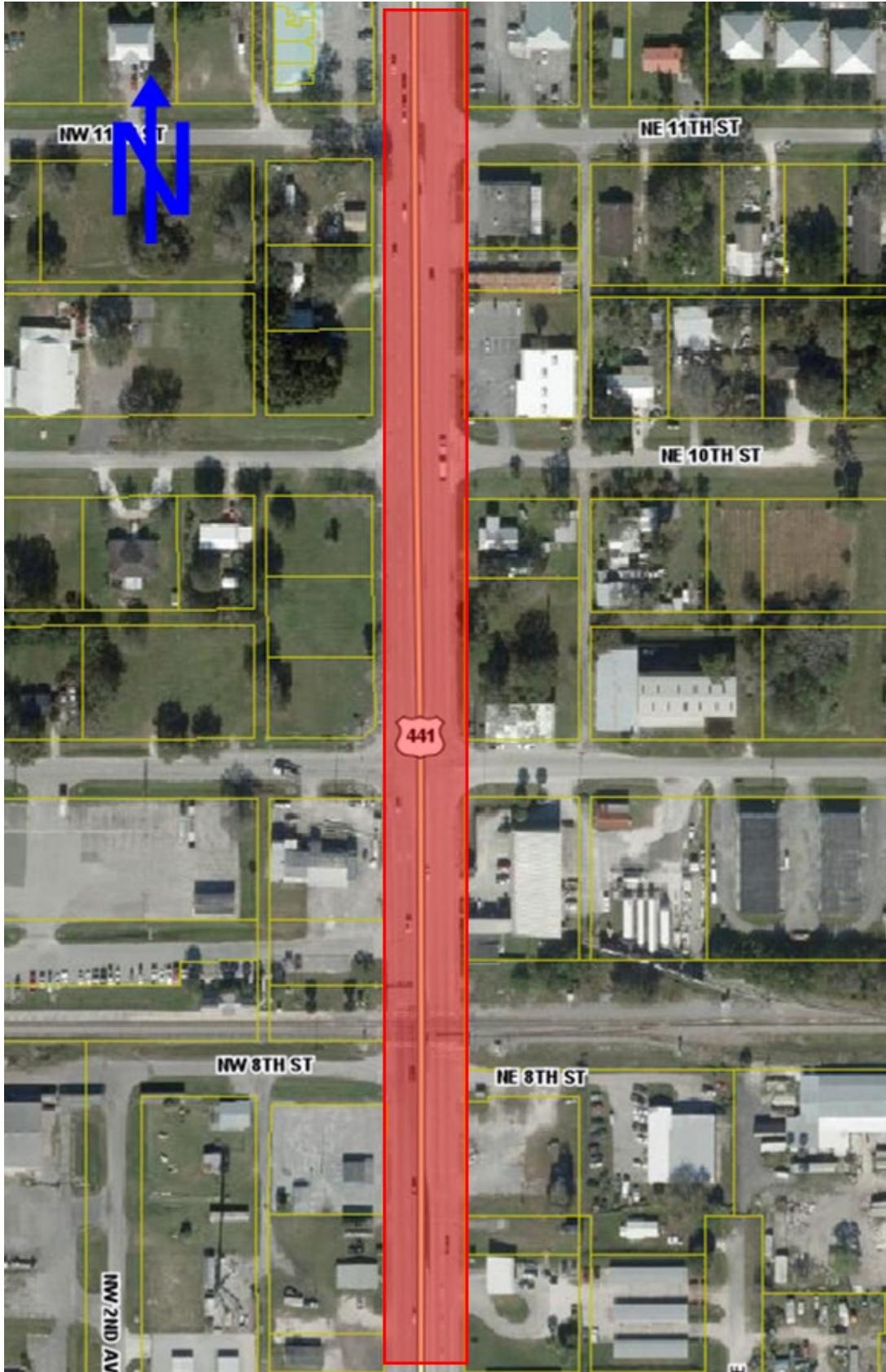
BID ITEM 2 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



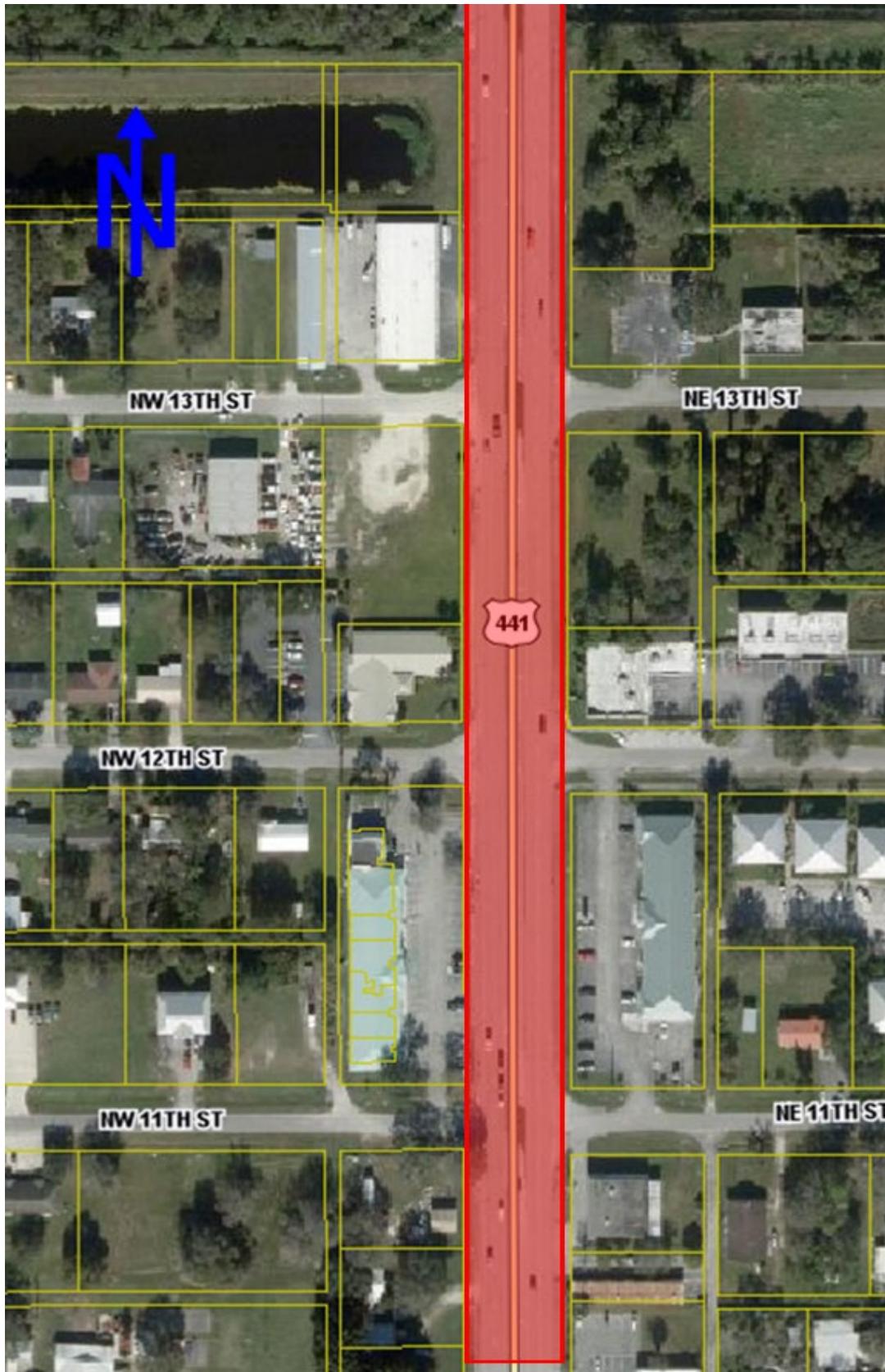
BID ITEM 2 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



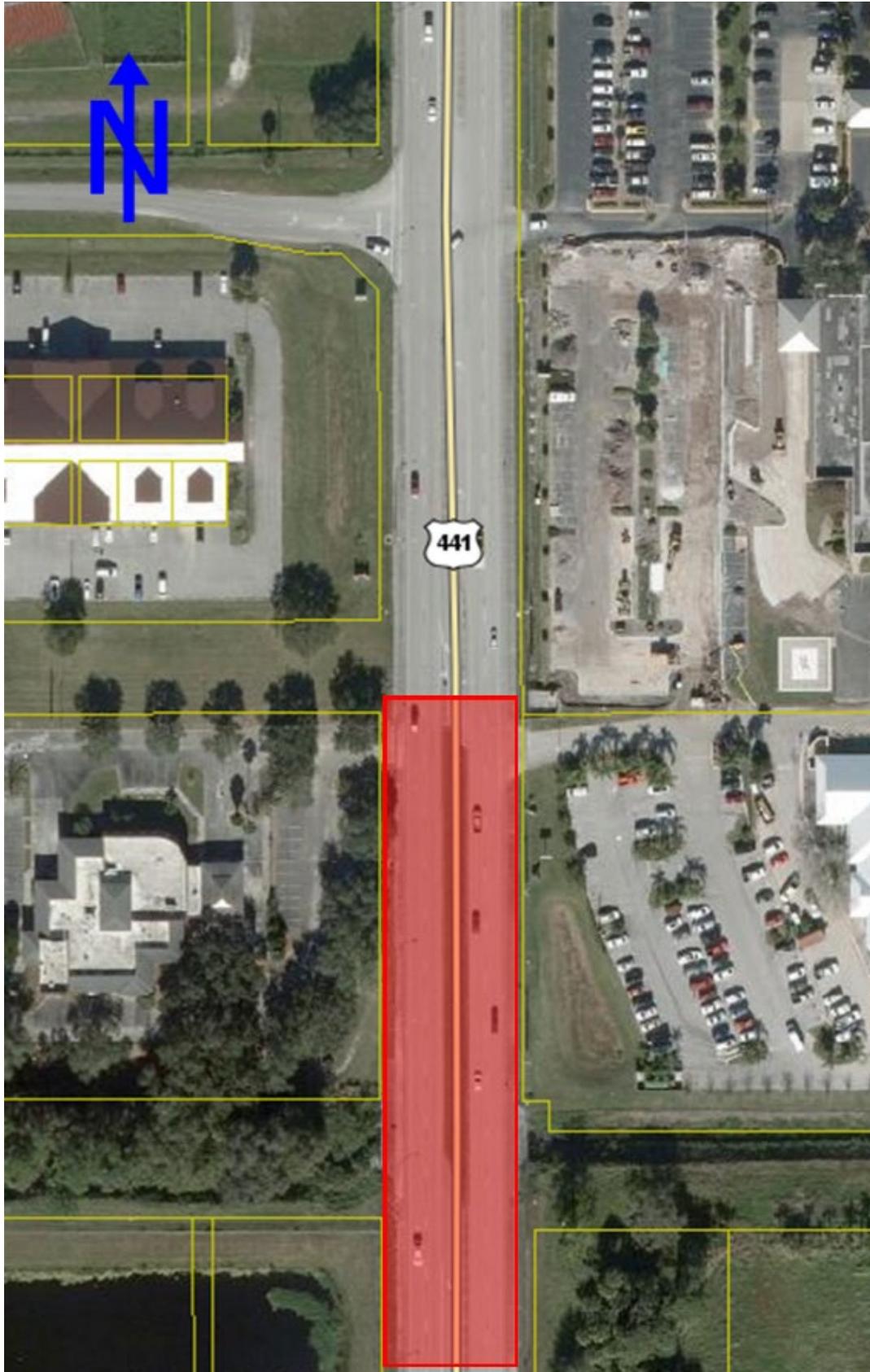
BID ITEM 3 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: NORTH PARROTT AVENUE (US 441), PARK STREET. (SR 70) TO NORTH 17TH STREET, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



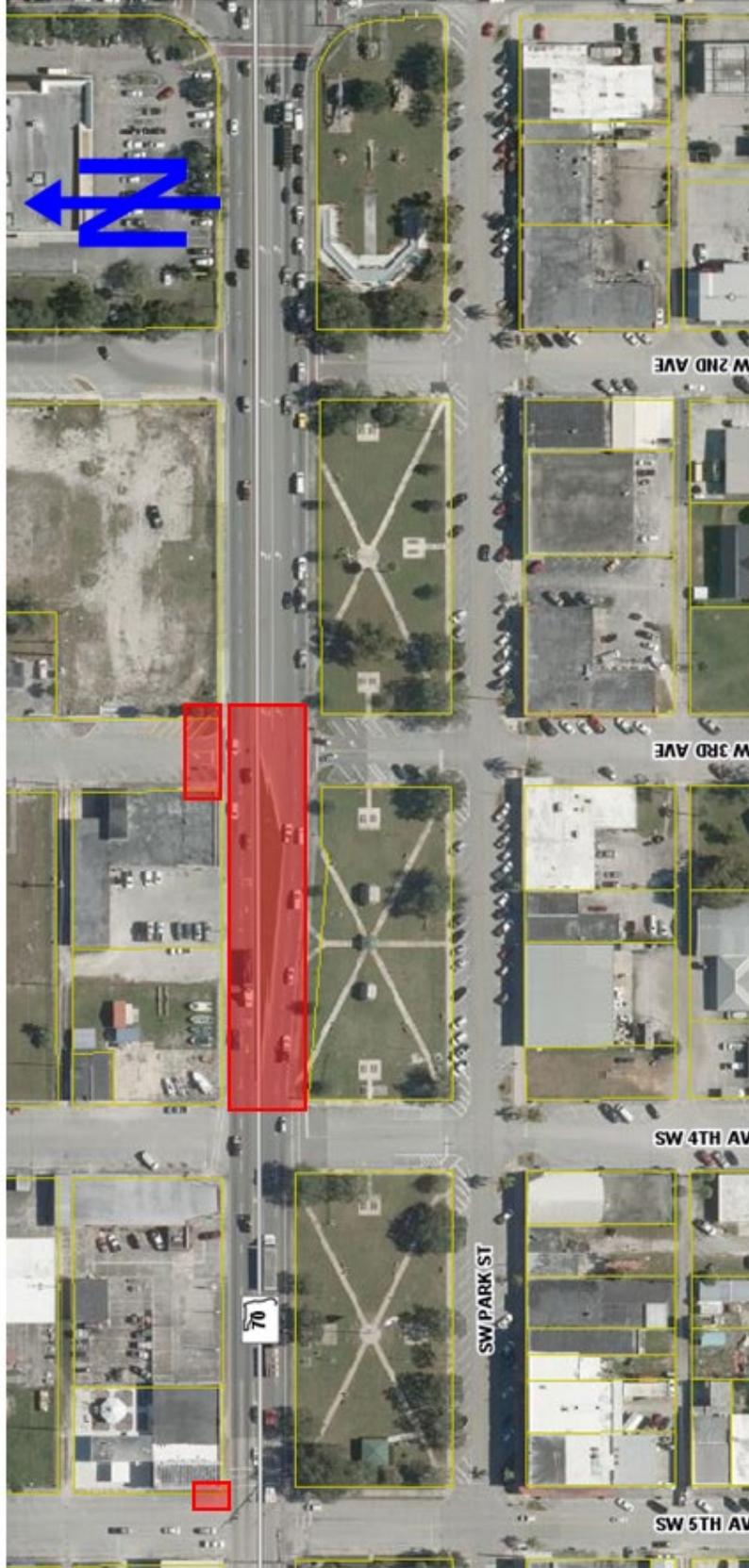
BID ITEM 3 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: NORTH PARROTT AVENUE (US 441), PARK STREET, (SR 70) TO NORTH 17TH STREET, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



BID ITEM 3 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: NORTH PARROTT AVENUE (US 441), PARK STREET. (SR 70) TO NORTH 17TH STREET, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



BID ITEM 3 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: NORTH PARROTT AVENUE (US 441), PARK STREET (SR 70) TO NORTH 17TH STREET, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.



BID ITEM 4 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: WEST PARK ST (SR70) WEST 12TH AVENUE TO PARROTT AVENUE (US 441), INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.

INCLUDES SIDEWALK EDGING FOR FULL LENGTH OF ITEM



BID ITEM 5 LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: WEST PARK ST (SR70), PARROTT AVENUE EAST TO EAST 13TH AVENUE

INCLUDES SIDEWALK EDGING FOR FULL LENGTH OF ITEM



BID ITEM 6 LANDSCAPE MAINTENANCE, PLANTING BEDS AND SIDEWALKS: SOUTH PARK STREET, WEST 7TH AVE TO EAST 2ND AVENUE



BID ITEM 6 LANDSCAPE MAINTENANCE, PLANTING BEDS AND SIDEWALKS: SOUTH PARK STREET, WEST 7TH AVE TO EAST 2ND AVENUE



BID ITEM 6 LANDSCAPE MAINTENANCE, PLANTING BEDS AND SIDEWALKS: SOUTH PARK STREET, WEST 7TH AVE TO EAST 2ND AVENUE

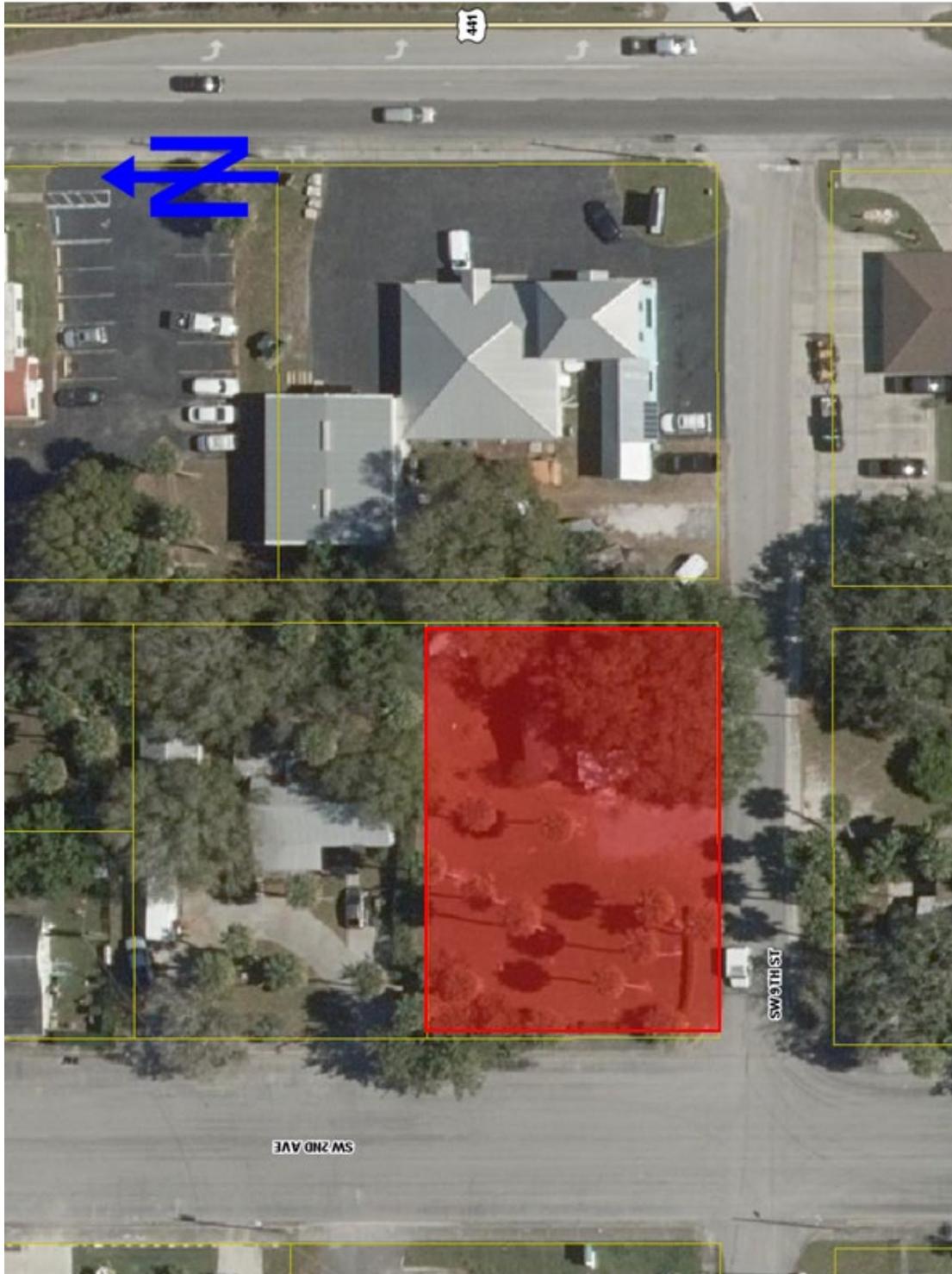


BID ITEM 6 AND 8 LANDSCAPE MAINTENANCE, PLANTING BEDS AND SIDEWALKS: SOUTH PARK STREET, WEST 6TH AVE TO EAST 2ND AVENUE

LANDSCAPE MAINTENANCE, SW 7TH AVE PLANTING BED IN 100 BLOCK



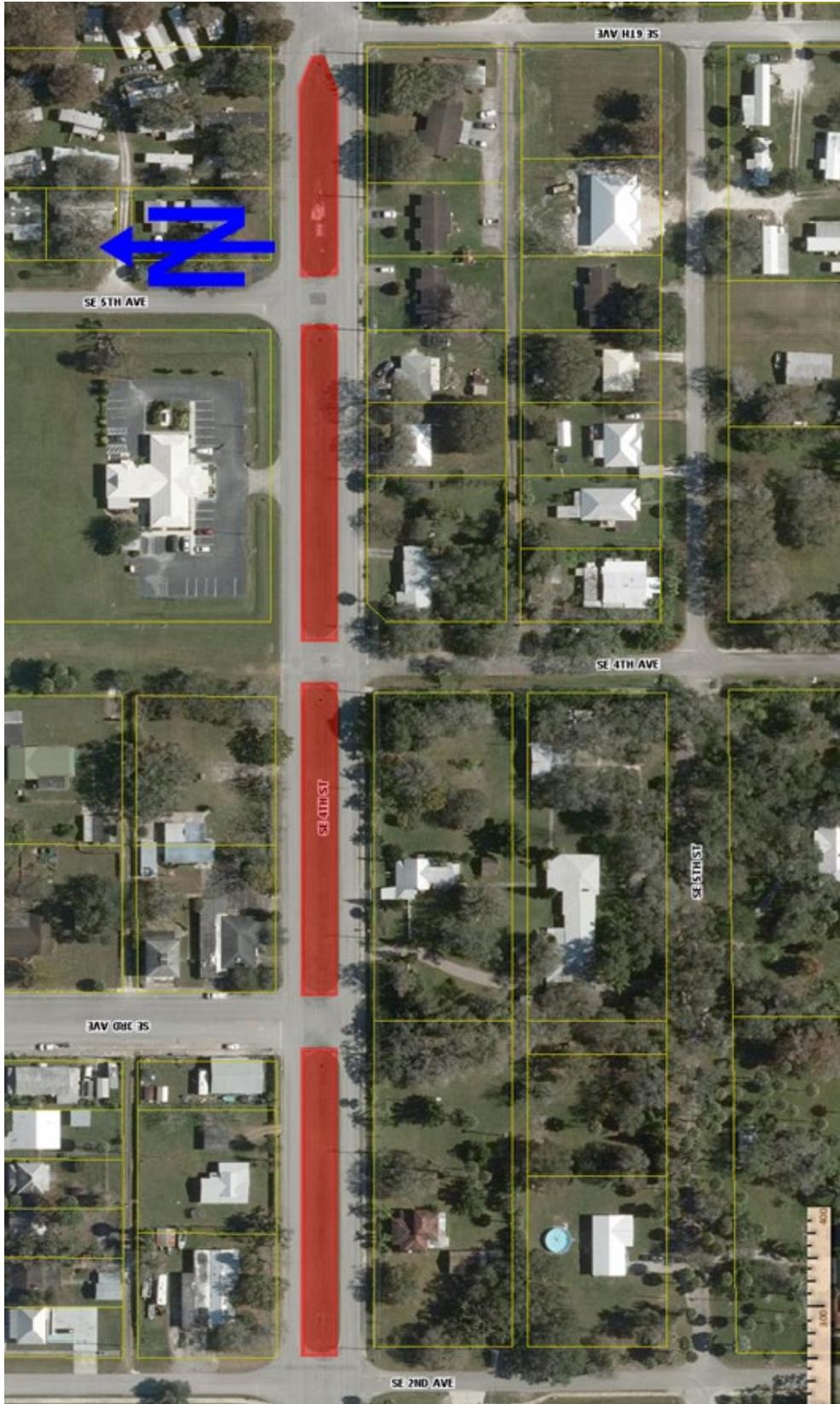
BID ITEM 7 LANDSCAPE MAINTENANCE, MOWING, PLANTING BEDS AND SIDEWALKS: CENTENNIAL PARK



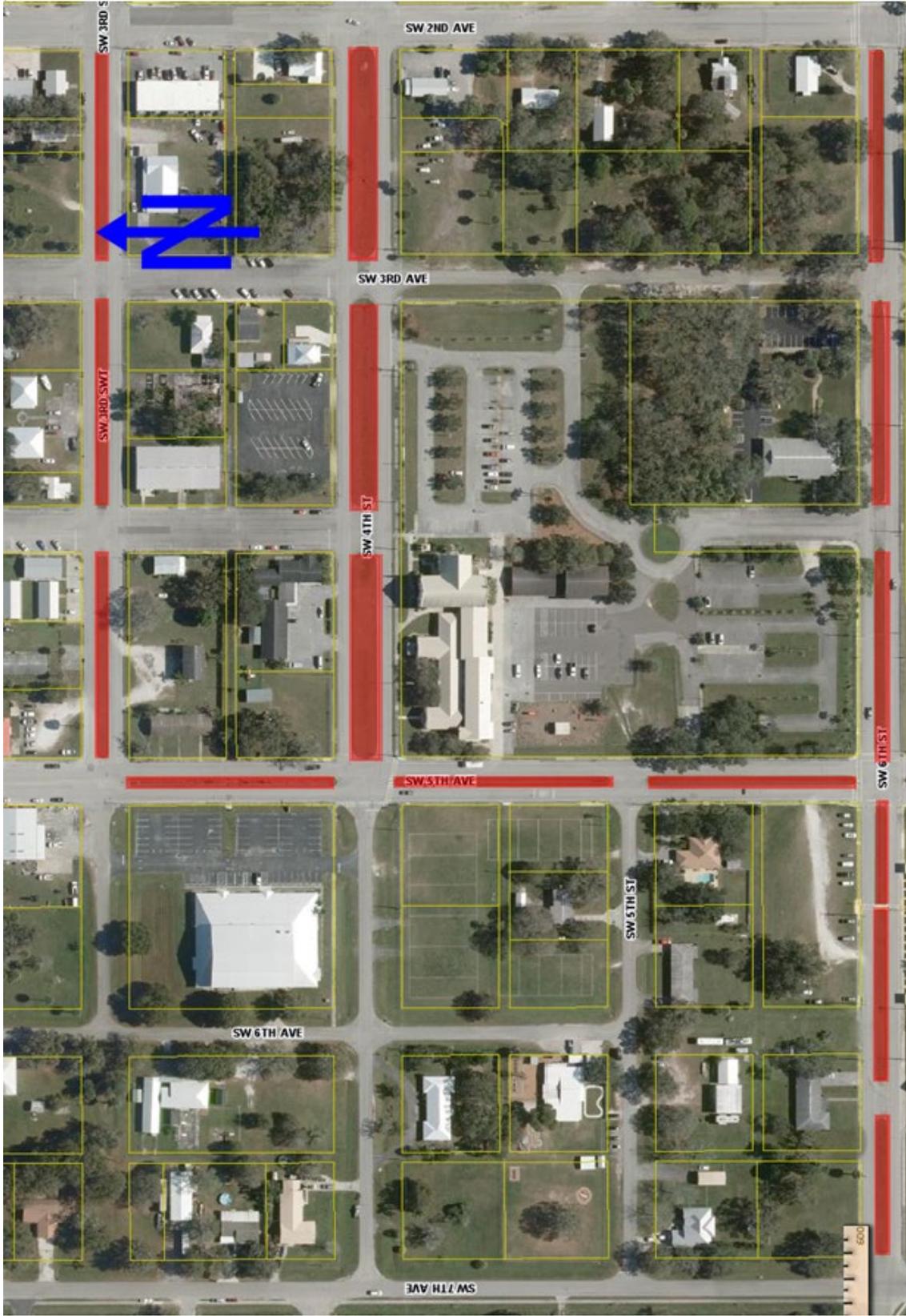
BID ITEM 9 LANDSCAPE MAINTENANCE, RAULERSON CABIN, 811 SW 2ND AVENUE.



BID ITEM 10 LANDSCAPE MAINTENANCE, PRIMITIVE BAPTIST CHURCH, 1003 SW 3RD AVENUE



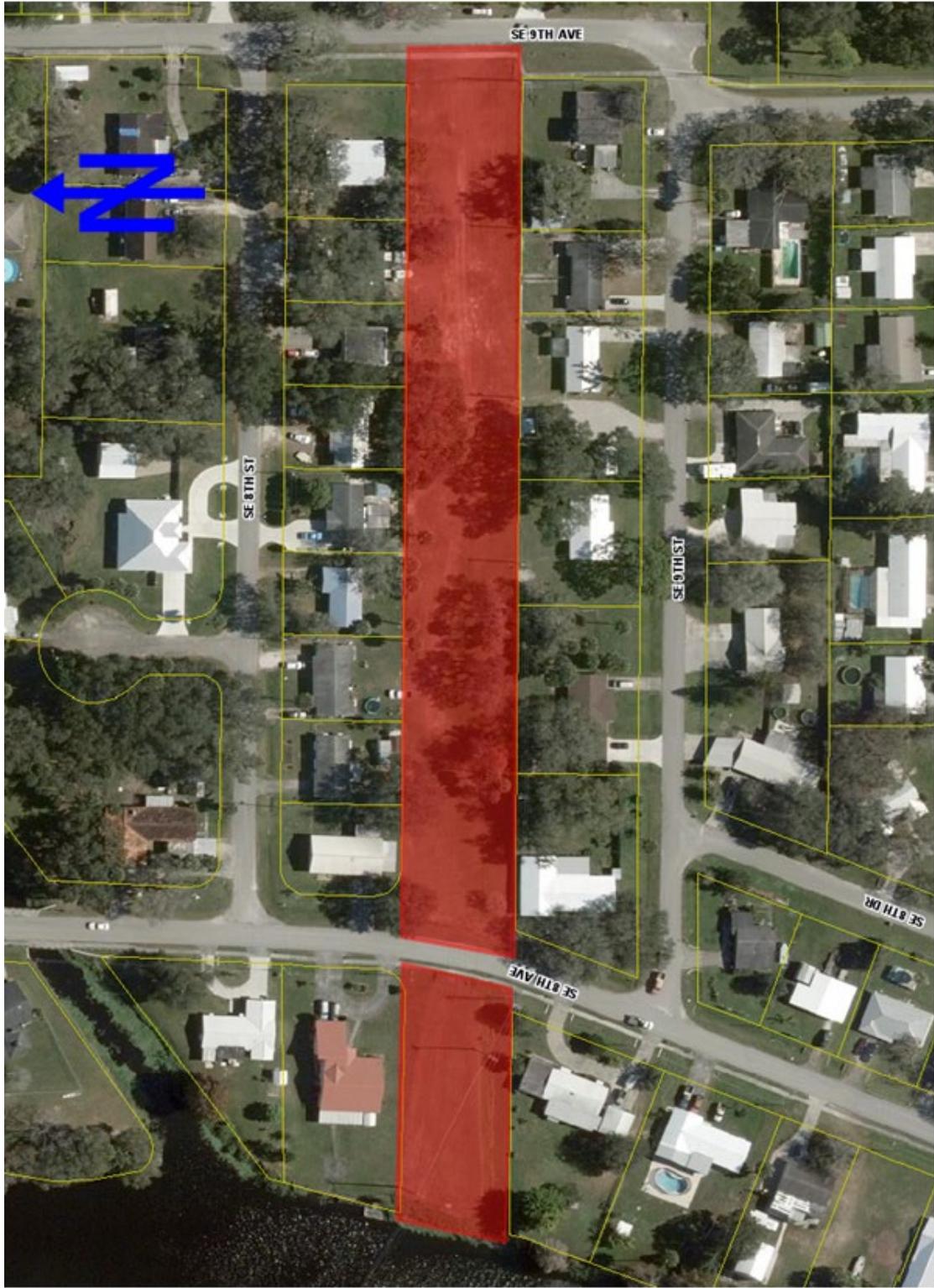
BID ITEM 11 LANDSCAPE MAINTENANCE, MEDIANS ON SW 5TH AVENUE, SW 3RD STREET, SW 4TH STREET, SW 6TH STREET, SE 4TH STREET



BID ITEM 11 LANDSCAPE MAINTENANCE, MEDIANS ON SW 5TH AVENUE, SW 3RD STREET, SW 4TH STREET, SW 6TH STREET, SE 4TH STREET



BID ITEM 11 LANDSCAPE MAINTENANCE, MEDIANS ON SW 5TH AVENUE, SW 3RD STREET, SW 4TH STREET, SW 6TH STREET, SE 4TH STREET



BID ITEM 12 LANDSCAPE MAINTENANCE, MOWING, UNIMPROVED ROW BETWEEN SE 8TH ST AND SE 9TH ST,
TAYLOR CREEK TO SE 9TH AVENUE



**BID ITEM 13 LANDSCAPE MAINTENANCE, MOWING, UNIMPROVED ROW, NW 9TH AVENUE AND NW 6TH STREET
(ADJACENT TO CENTURYLINK PROPERTY)**

EXHIBIT D
PW 01-11-10-22
CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION
PUBLIC WORKS LANDSCAPE MAINTENANCE CONTRACTOR WORK REPORT



Public Works Landscape Maintenance Contractor Work Report

Service Period _____ To _____ Submitted By _____

Page _____ of _____

Bid Item #	Description	Completed ?	Comments
1	Landscape maintenance, City Hall, City Parks, Police Department, Fire Department, Chamber of Commerce	Yes / No	
2	LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23 RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.	Yes / No	
3	Landscape Maintenance, medians and sidewalks: North Parrott Avenue (US 441), Park Street. (SR 70) to North 17th Street, Including median flower/shrub/tree beds.	Yes / No	
4	Landscape Maintenance, medians and sidewalks: West Park St (SR70) West 12th Avenue to Parrott Avenue (US 441), Including median flower/shrub/tree beds.	Yes / No	
5	Landscape Maintenance, medians and sidewalks: West Park St (SR70), Parrott Avenue East to East 13th Avenue	Yes / No	
6	Landscape Maintenance, planting beds and sidewalks: South Park Street, West 6th Ave to East 2nd Avenue	Yes / No	
7	Landscape Maintenance, Mowing, planting beds and sidewalks: Centennial Park	Yes / No	
8	Landscape Maintenance, SW 7th Ave planting bed in 100 block	Yes / No	
9	Landscape Maintenance, Raulerson Cabin, 811 SW 2nd Avenue.	Yes / No	
10	Landscape Maintenance, Primitive Baptist Church, 1003 SW 3rd Avenue	Yes / No	
11	Landscape Maintenance, Medians on SW 5th Avenue, SW 3rd Street, SW 4th Street, SW 6th Street, SE 4th Street	Yes / No	
12	Landscape Maintenance, Mowing, Unimproved ROW between SE 8th Street and SE 9th Street, Taylor Creek to SE 9th Avenue	Yes / No	
13	Landscape Maintenance, Mowing, unimproved ROW NW 9th Avenue and NW 6th Street (adjacent to CenturyLink Property)	Yes / No	

EXHIBIT E
PW 01-11-10-22
CITY OF OKEECHOBEE LANDSCAPE MAINTENANCE AND INSTALLATION
PUBLIC WORKS LANDSCAPE MAINTENANCE DEFFICIENCY NOTICE



Public Works Landscape Maintenance Deficiency Notice

Service Period _____ To _____ Insp. Date _____ Insp. By: _____

Page _____ of _____

Item No.	Deficiency	Corrective Action Required

Bid Item No.	Description	Bid Item No.	Description
1	Landscape maintenance, City Hall, City Parks, Police Department, Fire Department, Chamber of Commerce	8	Landscape Maintenance, SW 7th Ave planting bed in 100 block
2	LANDSCAPE MAINTENANCE, MEDIANS AND SIDEWALKS: SOUTH PARROTT AVENUE (US 441), PARK STREET SOUTH TO SOUTH 23 RD ST, INCLUDING MEDIAN FLOWER/SHRUB/TREE BEDS.	9	Landscape Maintenance, Raulerson Cabin, 811 SW 2nd Avenue.
3	Landscape Maintenance, medians and sidewalks: North Parrott Avenue (US 441), Park Street. (SR 70) to North 17th Street, Including median flower/shrub/tree beds.	10	Landscape Maintenance, Primitive Baptist Church, 1003 SW 3rd Avenue
4	Landscape Maintenance, medians and sidewalks: West Park St (SR70) West 12th Avenue to Parrott Avenue (US 441), Including median flower/shrub/tree beds.	11	Landscape Maintenance, Medians on SW 5th Avenue, SW 3rd Street, SW 4th Street, SW 6th Street, SE 4th Street
5	Landscape Maintenance, medians and sidewalks: West Park St (SR70), Parrott Avenue East to East 13th Avenue	12	Landscape Maintenance, Mowing, Unimproved ROW between SE 8th Street and SE 9th Street, Taylor Creek to SE 9th Avenue
6	Landscape Maintenance, planting beds and sidewalks: South Park Street, West 6th Ave to East 2nd Avenue	13	Landscape Maintenance, Mowing, unimproved ROW NW 9th Avenue and NW 6th Street (adjacent to CenturyLink Property)
7	Landscape Maintenance, Mowing, planting beds and sidewalks: Centennial Park		

ATTACHMENT A
PW 01-11-10-22
NO LOBBYING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

This ____ day of _____, 20____, _____ being first duly sworn, deposes and says that he/she is the authorized representative of _____ (Name of Contractor, Firm or Individual) respondent to the attached request for Bid, or qualifications and/or any other solicitation released by City of Okeechobee, and that the Bidder and any of its agents agrees to abide by the City of Okeechobee no lobbying restrictions in regard to this solicitation.

Affiant

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

ATTACHMENT B
PW 01-11-10-22
ANTI-COLLUSION STATEMENT AND NO GIFT STATEMENT

Date: _____

Anti-collusion statement: The below-signed Bidder has not divulged to, discussed, or compared his/her Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever.

No gifts statement: No premiums, rebates, gifts or gratuities are permitted with, prior to, or after submission of the Bid. Any such violation will result in rejection of the Bid and removal from the Bid list(s).

Firm Name: _____

By (printed/typed): _____

By (signature): _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Telephone No.: _____

ATTACHMENT C
PW 01-11-10-22 PROPOSER'S
CERTIFICATION

I have carefully examined this Request for Bid (BID)/Request for Proposals (RFP)/ Request for Qualifications (RFQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in the City's BID/RFP/RFQ and, if awarded, to enter into the attached draft contract. I agree that the terms and conditions of the City's BID/RFP/RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the BID/RFP/RFQ, unless a properly completed Exceptions to BID/RFP/RFQ form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company as its agent and that the Company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, Company or Corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no City Council member, employee or agent of City of Okeechobee or of any other Company is interested in said Bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Typed

Email Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature
Commission No. _____

ATTACHMENT D
PW 01-11-10-22
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to CITY OF OKEECHOBEE, FLORIDA by: _____

_____ (print Individual's name and title) for: _____

_____ (print name of entity submitting sworn statement) whose business address is _____
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____ - _____ - _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

ATTACHMENT E
PW 01-11-10-22
CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Okeechobee employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, agent, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

Name(s)

Position(s)

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

Phone Number: _____

ATTACHMENT F
PW 01-11-10-22
IMMIGRATION LAW CERTIFICATION

City of Okeechobee will not intentionally award City contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

City of Okeechobee may consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by City of Okeechobee.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the 1986 immigration act and subsequent amendments.

Company Name

Signature

Title

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

ATTACHMENT G
PW 01-11-10-22
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Bidder/proposer CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation 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 commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any 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, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is 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 this statement, I certify that this Firm complies fully with the above requirements.

Signature: _____

Date: _____

Company: _____

Name: _____

Address: _____

Title: _____

Phone Number: _____

