

# CITY OF PARKLAND FLORIDA



## **REGULAR COMMISSION MEETING** **Wednesday, February 19, 2020 at 7:00 PM**

Parkland City Hall  
Commission Chambers  
6600 University Drive  
Parkland, Florida 33067

Live Streaming at [www.cityofparkland.org/ccm](http://www.cityofparkland.org/ccm)

Christine Hunschofsky ..... Mayor  
Bob Mayersohn ..... Vice Mayor  
Ken Cutler..... Commissioner  
Stacy Kagan..... Commissioner  
Richard Walker..... Commissioner  
Nancy Morando ..... City Manager  
Stephanie Frohman ..... Deputy City Clerk  
Andrew Maurodis ..... City Attorney

**GENERAL RULES AND PROCEDURES**  
**CITY OF PARKLAND CITY COMMISSION MEETINGS**

**WHO MAY SPEAK**

Meetings of the City Commission are open to the public. They are not however, public forums. Any resident who wishes to address the Commission, on any subject within the scope of the Commission's authority, may do so providing it is accomplished in an orderly manner and in accordance with any procedures outlined below:

**A. SPEAKING ON ITEMS ON THE AGENDA**

**1. CONSENT AGENDA ITEMS:** These are items which the Commission does not need to discuss individually and which are voted on as a group. Any Commission member who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such items from the consent agenda. These items pulled will be discussed and voted upon individually.

**2. REGULAR AGENDA ITEMS:** These are items which the Commission will discuss individually in the order listed on the agenda. After the Commission has discussed an item on the agenda, the Mayor will close Commission discussion and may inquire as to whether any citizen wishes to be heard on the matter.

**B. SPEAKING ON SUBJECTS NOT ON THE AGENDA**

Any resident may address the Commission on any item not on the agenda during public input.

**ADDRESSING THE CITY COMMISSION, MANNER, TIME**

Individuals will be limited to three minutes speaking time. All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. Citizens wishing to be heard shall raise their hands until acknowledged by the Mayor. Once acknowledged, those citizens shall come forward and state their name and address. Anyone wishing to speak a second time on the same subject must receive permission from the Mayor.

**DECORUM**

In order to adjourn a City Commission meeting, it must be voted on by the members of the Commissioner.

**1. Call to Order**

**2. Pledge Of Allegiance**

**3. Roll Call**

**4. Approval of Minutes**

- A. Regular City Commission Meeting - Dec 18, 2019 7:00 PM

**5. Comments from the Public on Non-Agenda Items**

- A. Comments From The Public
- B. Comments By The Mayor And Commission

**6. Approval of The Agenda**

**7. Consent Agenda**

A. **RESOLUTION NO. 2020-007: RANCHES DRAINAGE DITCH OVERGROWTH CLEARING AND REMOVAL**

A Resolution of the City Commission of the City of Parkland, Florida, approving the expenditure of \$99,983 for Ranches Drainage Ditch Overgrowth Clearing & Removal by the awarded vendor, EDJ Tree Service, LLC, through the City's Exotic Vegetation Removal and Maintenance Services contract; providing for execution; providing for an effective date.

B. **RESOLUTION NO. 2020-006: SIDEWALK REPLACEMENT AND INSTALLATION CONTRACT - PIGGYBACK**

A Resolution of the City Commission of the City of Parkland, Florida, approving the piggyback of the City of Miami Gardens, Florida, contract for Sidewalk Replacement and Installation with the awarded vendor, Metro Express, Inc.; providing for execution by the appropriate city official; providing for an effective date.

**8. Regular Agenda**

A. **ORDINANCE NO. 2020-006: DOG PARK REGULATIONS**

An ordinance of the City Commission of the City of Parkland, Florida, amending City Code Article VII, Section 11-79 relating to Dog Park

Regulations; providing for enforcement and penalties; providing for implementation; providing for inclusion in the code; containing a severability clause; containing an effective date.

B. City Clerk Selection

**9. Comments by the Broward Sheriff's Office**

**10. Comments by the City Manager**

**11. Comments by the City Attorney**

**Adjournment**

PLEASE BE ADVISED THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTERS CONSIDERED AT SUCH HEARING OR MEETING HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE HE WILL NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (FLORIDA STATUTE 286.0105)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITY ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 48 HOURS PRIOR TO THE MEETING AT (954) 757-4132 FOR ASSISTANCE.



**CITY OF PARKLAND**

Meeting: Wednesday, February 19, 2020

**AGENDA SUMMARY**

Agenda Item: 7.A

**RESOLUTION: 2020-007**

Consent Agenda

**SHORT TITLE:** Ranches Drainage Ditch Overgrowth Clearing and Removal**SUBMITTED BY:** Bill Evans**SPONSOR:****MEETING GROUP:** City Commission**ORIGIN OF REQUEST:** Public Works Department**STAFF RECOMMENDATION**

Staff is recommending approval of an expenditure in the amount of \$99,983 for Ranches Drainage Ditch Overgrowth Clearing & Removal by the awarded vendor, EDJ Tree Service, LLC, through the City's Exotic Vegetation Removal and Maintenance Services contract.

**STRATEGIC PLAN****Strategy:** Effective & Efficient Government**Goals & Actions by Strategy:** Improve and enhance the City's Infrastructure**BACKGROUND & PURPOSE**

On July 10, 2019, under Resolution 2019-072, the City Commission approved the award of RFP 2019-13 for Exotic Vegetation Removal and Maintenance Services to EDJ Tree Service, LLC.

The Exotic Vegetation Removal and Maintenance Services contract includes all labor and equipment used for the control of invasive exotic and nuisance plant species at various locations throughout the City, on an as needed basis. Use of these services is required to clear the designated drainage ditches of any and all vegetative obstructions to allow for positive flow in said ditches.

At the time, the City did not include the Ranches Drainage Ditch locations as part of the required locations to be serviced. However, RFP 2019-13 section 5.2.2.F contained a provision in the scope of services for "Other areas as designated at the discretion of City Staff."

The quote provided by EDJ Tree Service, LLC for the Ranches Drainage Ditch Overgrowth Clearing & Removal is \$99,983, and complies with the terms, conditions and pricing contained in the Exotic Vegetation Removal and Maintenance Services contract.

Should there be any unforeseen conditions, in accordance with the City's Procurement Code, Sec. 2-143.8.5.(c), the City Manager is authorized to approve "All change orders increasing the cost of any contract, up to five percent of the original contract amount, provided that sufficient budgeted funds are available." All other change orders must be approved by the City Commission.

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**FISCAL IMPACT**

The financial impact is \$99,983 which has been budgeted as part of the Fiscal Year 2020.

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**EXPIRATION OF CONTRACT**

Two years with three, one-year renewal options.

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**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE EXPENDITURE OF \$99,983 FOR RANCHES DRAINAGE DITCH OVERGROWTH CLEARING & REMOVAL BY THE AWARDED VENDOR, EDJ TREE SERVICE, LLC, THROUGH THE CITY'S EXOTIC VEGETATION REMOVAL AND MAINTENANCE SERVICES CONTRACT; PROVIDING FOR EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parkland (City) requires an experienced and qualified firm to clear the Ranches Drainage Ditches of any and all vegetative obstructions to allow for positive drainage flow; and

**WHEREAS**, on July 10, 2019, under Resolution 2019-072, the City Commission approved the award of RFP 2019-13 for Vegetation Removal and Maintenance Services to EDJ Tree Service, LLC; and

**WHEREAS**, RFP 2019-13 Section 5.2.2.F contained a provision in the scope of services for "Other areas as designated at the discretion of City Staff."; and

**WHEREAS**, the quote provided by EDJ Tree Service, LLC for the Ranches Drainage Ditch Overgrowth & Removal is \$99,983, and complies with the terms, conditions and pricing contained in the Exotic Vegetation Removal and Maintenance Services contract; and

**WHEREAS**, the City Commission hereby determines it to be in the best interest of the residents of the City of Parkland to approve the expenditure in the amount of \$99,983 for Ranches Drainage Ditch Overgrowth Clearing & Removal by the awarded vendor, EDJ Tree Service, LLC, through the City's Exotic Vegetation Removal and Maintenance Services contract.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:**

**Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein.

**Section 2.** The City Commission hereby approves the expenditure for Ranches Drainage Ditch Overgrowth Clearing & Removal through the City's Exotic Vegetation Removal and Maintenance Services contract and authorizes the Purchasing Director to issue a purchase order in the amount of \$99,983 to the awarded vendor, EDJ Tree Service, LLC.

**Section 3.** The appropriate City Official is authorized to execute any required document(s).

**Section 4.** This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF February, 2020.

**CITY OF PARKLAND, FLORIDA**

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ATTEST:

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**CHRISTINE HUNSCHOFSKY**  
**MAYOR**

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**STEPHANIE FROHMAN**  
**DEPUTY CITY CLERK**

## RESOLUTION NO. 2019-072

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2       **A RESOLUTION OF THE CITY COMMISSION OF THE CITY**  
3       **OF PARKLAND, FLORIDA, APPROVING THE EVALUATION**  
4       **COMMITTEE'S RANKING AND AUTHORIZING THE**  
5       **PURCHASING DIRECTOR TO NEGOTIATE A CONTRACT**  
6       **WITH THE TOP-RANKED PROPOSER, EDJ TREE SERVICE,**  
7       **INC., FOR EXOTIC VEGETATION REMOVAL AND**  
8       **MAINTENANCE SERVICES; PROVIDING FOR EXECUTION;**  
9       **PROVIDING FOR AN EFFECTIVE DATE.**

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11       **WHEREAS**, on May 10, 2019, in accordance with the City of Parkland's (City)  
12 Procurement Code, City Staff advertised Request for Proposal (RFP) No. 2019-13 for Exotic  
13 Vegetation Removal and Maintenance; and  
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15       **WHEREAS**, on June 11, 2019, the City received two (2) proposals from EDJ Tree  
16 Service, LLC and Wetlands Management SF, LLC; and  
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18       **WHEREAS**, on June 25, 2019, the Evaluation Committee reviewed and rated the two (2)  
19 proposals; and  
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21       **WHEREAS**, after further discussion and review of the criteria set forth in the RFP, the  
22 Evaluation Committee unanimously recommended approval of the top-ranked proposer, EDJ  
23 Tree Service, LLC; and  
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25       **WHEREAS**, the initial contract period shall start on date of contract execution and shall  
26 continue for a period of two (2) years, with the option to extend for three (3) additional one (1)  
27 year periods, if determined to be in the City's best interest; and  
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29       **WHEREAS**, the Evaluation Committee is recommending the Purchasing Director to  
30 negotiate terms, condition and fees with the top-ranked proposer, EDJ Tree Service, LLC, for  
31 Exotic Vegetation Removal and Maintenance Services.  
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33       **NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE**  
34 **CITY OF PARKLAND, FLORIDA AS FOLLOWS:**  
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36       **Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true  
37 and correct and are hereby incorporated herein.  
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39       **Section 2.** The City Commission hereby approves the Evaluation Committee's ranking  
40 and authorizes the Purchasing Director to negotiate terms, conditions and fees with the top-  
41 ranked proposer, EDJ Tree Service, LLC, Inc., and extend the contract for three, one-year  
42 periods, if determined to be in the City's best interest.  
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44       **Section 3.** In the event the Purchasing Director is unable to negotiate a contract deemed  
45 to be acceptable with the top-ranked firm, the Purchasing Director shall report to the City  
46 Commission which shall either require that the Purchasing Director continue negotiations or  
47 authorize negotiations with the second-ranked firm until the process is complete or, until the  
48 Purchasing Director or the City Commission determines that it is no longer feasible to continue  
49 negotiating; at any time the City Commission has the full discretion to either abandon the  
50 process or begin the process again.  
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**Section 4.** The appropriate City Official is authorized to execute the agreement.

**Section 5.** The RFP packet has been reviewed and approved by the City Attorney.

**Section 6.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 10th DAY OF July, 2019.

**CITY OF PARKLAND, FLORIDA**

  
CHRISTINE HUNSCHOFSKY  
MAYOR

ATTEST:

  
JENNIFER JOHNSON  
CITY CLERK



# **RECORD OF COMMISSION VOTE**

Commissioner Kagan	<u>Yes</u>
Commissioner Mayersohn	<u>Yes</u>
Mayor Hunschofsky	<u>Yes</u>
Commissioner Walker	<u>Yes</u>
Vice Mayor Cutler	<u>Yes</u>

# EXOTIC VEGETATION REMOVAL AND MAINTENANCE AGREEMENT

THIS AGREEMENT, dated the 2nd day of August, 2019, is by and between:

**THE CITY OF PARKLAND**, hereinafter referred to as "City"

and

**EDJ TREE SERVICE, LLC**, hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR may hereinafter collectively be referred to as the "Parties".

## **WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**WHEREAS**, pursuant to RFP 2019-13 (the RFP) the CITY accepted competitive proposals for Exotic Vegetation Removal and Maintenance (the Services); and

**WHEREAS**, the CONTRACTOR will provide the Services as specified in the RFP; and

**WHEREAS**, this Contract, the RFP and the CONTRACTOR'S Response constitute the entire Contract and describes the Services; and

**WHEREAS**, after evaluation of price and other relevant factors by the evaluation committee and the City Commission of the City of Parkland, Florida, the CITY has determined that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

**WHEREAS**, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein, and

**WHEREAS**, the CITY has awarded the Contract to CONTRACTOR for the Services on July 10, 2019, Resolution No. 2019-072;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

## ARTICLE 1

### INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above reference Whereas clauses are true and correct and made a part hereof.

- 1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, and Fee Proposal, attached hereto as Exhibit C, shall constitute the entire Contract, except to the extent specifically modified on Exhibit D Additional Terms and Conditions (if no modifications, Exhibit D shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. This shall be referred to as the Services. The City Manager shall appoint a Contract Administrator to act on behalf of the CITY with respect to this Contract.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and price as set forth in the RFP and the CONTRACTOR'S Response to the RFP, When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. **Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.**
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

## ARTICLE 2

### TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall commence on date of contract execution and shall expire two (2) years from that date. The CITY reserves the right to extend the Contract for three (3) additional one (1) year term(s) providing all terms conditions and specifications remain the same, except to the extent specifically modified on Exhibit D Additional Terms and Conditions, both parties agree to the extension, and such extension is approved in accordance with the provisions of Resolution 2019-072.



- 2.2 In the event services are scheduled to end because of the expiration of the Contract, the CONTRACTOR shall continue the Services upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

### ARTICLE 3

#### COMPENSATION

- 3.1 CITY agrees to pay CONTRACTOR, for work performed as set forth on **Exhibit C** (Fee Proposal), which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2 CONTRACTOR may submit invoices for compensation as listed on **Exhibit C**.
- 3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract including time requirements (unless said requirements excused by City for good cause shown by CONTRACTOR).
- 3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

### ARTICLE 4

#### INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of

action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, including, without limitation, and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provision and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

#### ARTICLE 5

#### INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within three (3) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

#### ARTICLE 6

#### TERMINATION OR SUSPENSION

- 6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date state in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiable terminated for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR'S repeated (whether negligent or intentional) submission for payment of

false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.
- 6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.
  - 6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

## ARTICLE 7

### EEO AND ADA COMPLIANCE

- 7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subCONTRACTORS or subCONTRACTORS, except that any project assisted by the U.S Department of

Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

## ARTICLE 8

### MISCELLANEOUS

#### 8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become to property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

#### 8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subCONTRACTORS that are related to this Project. CONTRACTOR and its subCONTRACTORS shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subCONTRACTORS shall be kept in written form, or in a form capable of conversion into writing form within a reasonable time, and upon request to do so, CONTRACTOR or its subCONTRACTOR, as applicable, shall make same available at no cost to CITY in written form.

The CONTRACTOR shall comply with public records laws, as set forth in Chapter 119, Florida Statutes; and shall:



1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. **REQUEST FOR RECORDS; NONCOMPLIANCE.—**
  - (a) A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
  - (b) If a CONTRACTOR does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.
  - (c) A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

**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 954 757 4132 or [cityclerk@cityofparkland.org](mailto:cityclerk@cityofparkland.org).**

**8.3 BACKGROUND CHECKS:**

The City reserves the right to require background checks of any personnel assigned by CONTRACTOR to perform services under this CONTRACT.

**8.4 COMPLAINTS AND DISPUTES:**

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her

designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices, etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complains concerning the CITY available to the Office of the CITY Manager for action as required.

#### 8.5 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, CONTRACTOR, or other provider and 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 to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subCONTRACTOR, or CONTRACTOR under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

#### 8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect

whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subCONTRACTORS necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

#### 8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

#### 8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### FOR CITY:

City Manager  
Parkland City Hall  
6600 University Drive  
Parkland, Florida 33067

##### FOR CONTRACTOR:

Evelyn Pagni, President  
EDJ Tree Services, LLC  
4861 SW 106<sup>th</sup> Ave  
Davie, FL 33328

#### 8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this

Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein with CITY's written consent. CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

#### 8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subCONTRACTORS to perform any services required by this Contract, CONTRACTOR agrees to require such subCONTRACTORS, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

#### 8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty and obligation set forth herein and bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such a provision or modification of this Contract. A waiver of any breach of a provision of



this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS AND PUBLIC RECORDS OBLIGATIONS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Contract. As noted in the RFP, the CONTRACTOR shall be obligated to comply with Chapter 119 Public Records Law as set forth in the RFP and required by the law.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same of similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response and Exhibit "B" are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signed this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witness:

**CITY OF PARKLAND**

Stephanie Joel

Signature

By: Christine Hunschofsky

Title: MAYOR

Stephanie Frohman

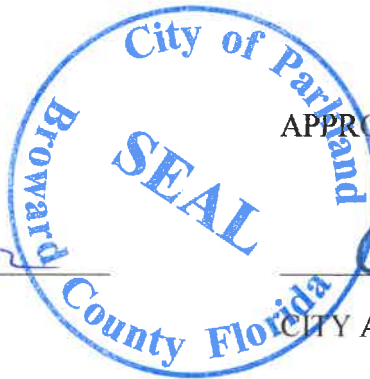
Name

Printed Name: Christine Hunschofsky

ATTEST:

APPROVED AS TO FORM:

Janet Johnson  
CITY CLERK



[Signature]  
CITY ATTORNEY

Witness:

**CONTRACTOR**

Evelyn Pagni  
Signature

By: [Signature]  
Title: Vice President

Evelyn Pagni

Name

Printed Name: Richard Blahn

**EXHIBIT "A"**

**RFP 2019-13 Exotic Vegetation Removal and Maintenance**

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**EXHIBIT "B"**  
**CONTRACTOR'S Response**

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## EXHIBIT "C"

## FEE PROPOSAL

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below.  
Quantities listed within quotation are not guarantee, but solely an estimate of anticipated annual usage.

ITEM NO.	DESCRIPTION	EST. QTY.	UOM	UNIT PRICE	EXTENDED AMOUNT
<b>Labor: 1 FDACS licensed supervisor + 4 Laborers</b>					
1.	FDACS Licensed Environmental Scientist	180	HRS.	\$64.21	\$11,557.80
2.	Field Technician (4)	640	HRS.	\$53.64	\$34,329.60
<b>Materials and Equipment</b>					
3.	Skid Steer	5	Day	\$680.00	\$3,400.00
4.	Saws	18	Day	\$85.00	\$1,530.00
5.	Fuel	18	Gals./Day	\$65.00	\$1,170.00
6.	Vegetative Debris Hauling and Proper Disposal	203	Truckload (10 cy)	\$24.85	\$5,044.55
7.	Herbicides-Element 4, MSO, Glyphosate, Surfactant, Dye	108	Gallons	\$38.92	\$4,180.36
8.	Herbicides-Element 4, MSO, Glyphosate, Surfactant, Dye	25	Application Per acre	\$181.25	\$4,530.75
<b>TOTAL ANNUAL BID:</b>				<b>\$106,539.06</b>	

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.	
Signature:	<i>Richard Haba on behalf of EDT Tree Service</i>
Title:	<i>Mgr.</i>
Date Signed:	<i>6-10-2019</i>
Printed Name:	<i>Richard Haba</i>
Firm or Company:	<i>EDT TREE SERVICE LLC</i>
Email:	<i>edj@edtservice@aol.com</i>

**EXHIBIT "D"**  
**Additional Terms and Conditions**

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**CITY OF PARKLAND**  
**REQUEST FOR PROPOSAL # 2019-13**  
**EXOTIC VEGETATION REMOVAL**  
**AND MAINTENANCE**



**RESPONSES ARE DUE BY JUNE 11, 2019, 2:00 PM (EST)**

**CONTACT: ANTHONY CARIVEAU, MPA, CPPO, FCCN**  
**PURCHASING DIRECTOR**  
**CITY OF PARKLAND, CITY HALL**  
**6600 UNIVERSITY DRIVE**  
**PARKLAND, FLORIDA 33067**  
**TELEPHONE: (954)757-4177**  
**EMAIL: [acariveau@cityofparkland.org](mailto:acariveau@cityofparkland.org)**

Attachment: RFP 2019-13 Exotic Vegetation Removal and Maintenance (Ranches Drainage Ditch Overgrowth Clearing and Removal)



The City of Parkland, Florida is seeking to obtain Proposals for the purpose of establishing a Contract to serve as an independent Contractor for the City of Parkland (CITY) for the treatment, removal and maintenance of invasive exotic plant species identified by Florida Exotic Pest Plant Council Category I and II, found in CITY parks or other CITY lands. The intent of this RFP is to obtain competitive pricing for all labor and equipment, used for the control of specified invasive exotic plant species. Invasive exotic plant control services will be provided by the selected contractor(s) on a Work Order basis to the City of Parkland “(CITY)” in full accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until June 11, 2019, 2:00PM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, City of Parkland, Attn: Anthony Cariveau, Purchasing Director, 6600 University Drive, Parkland, Florida 33067 and shall be labeled “SEALED PROPOSAL FOR EXOTIC VEGETATION REMOVAL AND MAINTENANCE RFP 2019-13”.

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will not be considered. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

Proposers must submit one (1) identified original copy, one (1) electronic copy (either CD/DVD or flash drive), three (3) copies of the proposal including any attachments and one (1) sealed bid price (to submit in a separate sealed envelope) with your submission. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

**PRE-PROPOSAL CONFERENCE** – A pre-proposal conference and site visit is scheduled for May 21, 2019, 2:00 pm, at the City of Parkland, City Hall, 6600 University Drive, Parkland, Florida 33067.

**ANTICIPATED SCHEDULE OF EVENTS**

The tentative schedule of events, relative to the bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	05/10/2019
Pre-proposal Meeting:	05/21/2019 @ 2:00 P.M. (E.S.T.)
Last day for questions/clarification	05/24/2019
Last day for addendum to be posted	05/30/2019
Proposal Submission deadline	06/11/2019 @ 2:00 P.M. (E.S.T.)
Evaluation Committee Meeting	Within 1-2 weeks (publicly noticed)
Top-ranked firm recommended to City Commission	First available meeting (publicly noticed)

*Note: All times are subject to change at the City's discretion.*

**SECTION 1 - INTRODUCTION AND INFORMATION****1.1 BACKGROUND:**

The City of Parkland (“City”) was incorporated in 1963 and is located in the northwest corner of Broward County. The City has a park-like setting and is a predominantly single-family residential community. Some original areas of the community include large estate lots with one dwelling unit per 2.5 acres and estate lots with one dwelling unit per acre. Newer portions of the community are generally gated single family home developments. Commercial development in the City is limited to a handful of shopping plazas which are for the most part concentrated on the SR7 corridor. The current population is estimated at 31,507 people and the median income of residents is estimate at \$128,292<sup>1</sup>. Parkland has earned a reputation for safety, excellent public schools, parks and open spaces, and its “home town” feel.

In 2009, the City annexed approximately 2,000 acres commonly referred to as “the Wedge”. This annexation increased the size of the City from approximately 11 square miles to nearly 13 square miles. Development of the Wedge is still ongoing but at build-out (approximately 2025), is projected to increase the City’s population. As with the rest of the City, development of the Wedge to date and going forward will bring additional residential homes.

1.2 **INFORMATION/CLARIFICATION:** For information concerning this RFP contact Anthony Cariveau (Purchasing Director), (954) 757-4177. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

1.2.1 **ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL:** Any inquiry or request for interpretation received prior to the last day for questions/clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established Proposal Submission deadline. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer

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<sup>1</sup> United States Census Bureau.

fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

- 1.3 QUESTIONS: Questions should be sent to Anthony Cariveau, Purchasing Director by email at [acariveau@cityofparkland.org](mailto:acariveau@cityofparkland.org).
- 1.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL: The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two (2) years from that date. The CITY reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY.
- 1.5 ELIGIBILITY: To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services. The proposing firm shall also demonstrate the following:
  - The Consultant has no conflict of interest with regard to any other work performed by the firm for the City of Parkland.
- 1.6 PROPOSAL SECURITY: Not Applicable
- 1.7 INSURANCE AND PERFORMANCE AND PAYMENT BONDS: Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverage's (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the CITY, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.
- 1.8 INSURANCE: The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

**SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS**

- 2.1 **SUBMISSION AND RECEIPT OF PROPOSALS:** To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.
- 2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.
- 2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Parkland and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.
- 2.2 **QUALIFICATIONS STATEMENT (Applicable if box checked):** Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. [ X ]
- The City of Parkland reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.
- 2.3 **PROPOSERS' COSTS:** The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.

- 2.4 PROPOSAL ACCEPTANCE: Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.
- 2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.
- 2.6 MISTAKES: Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.
- 2.7 REJECTION OF PROPOSALS: The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 2.8 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS: All bid protests shall be filed and processed as set forth in Section 2-145 of the City Procurement Code.
- 2.9 LEGAL REQUIREMENTS:
- 2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.
- 2.9.3 Pursuant to Section 838.32(1) Florida Statutes, it is unlawful for a bidder or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Parkland.
- 2.10 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be required): **The specification (see Section 5) contains specific background check standards and requirements.**

- 2.11 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- 2.12 **PROHIBITION OF INTEREST:** No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Bidder's List and prohibition from engaging in any business with the CITY.
- 2.13 **CONFLICT OF INTEREST:** The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.14 **NO CONTINGENT FEE:** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.
- 2.15 **PUBLIC RECORDS / CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a



Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.**

**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:**

**CITY CLERK**  
**6600 University Drive**  
**Parkland, FL 33067**  
**(954) 757-4132**  
[cityclerk@cityofparkland.org](mailto:cityclerk@cityofparkland.org)

**SPECIFICALLY, THE CONTRACTOR SHALL:**

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
5. REQUEST FOR RECORDS; NONCOMPLIANCE.—
  - (a) A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested



records, the City shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(b) If a CONSULTANT does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.

(c) A CONSULTANT who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.16 RESERVED:

2.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any 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 public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.18 NON-COLLUSIVE AFFIDAVIT: Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.19 SUB-CONTRACTORS: If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any Contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.20 CONE OF SILENCE: A Cone of Silence shall apply as follows:

2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.20.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is

subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.20.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.

2.20.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.21 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:

(No bond required if left blank).

2.22 MINORITY PARTICIPATION:

Disadvantaged Business Enterprises (DBE) participation. Proposers are advised that the City promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposers shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The City will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

2.23 LOCAL PREFERENCE: For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is, in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked proposer, whether local or non-local.

The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:

- (a) The principal place of business is located in the City of Parkland; and
- (b) the business has held a valid City business license for at least one (1) year prior to the date of application; and
- (c) The business maintains its status as a local bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

2.24 CONTRACT: A draft copy of the Contract is made a part of this RFP. The Contract is only a draft copy. The final Contract shall include any additional terms and conditions as approved by the City Manager.

2.25 DRUG FREE WORKPLACE (DFW): In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.26 COMPLIANCE WITH LAWS:

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.27 PROPOSER'S REPRESENTATION:

By virtue of its submission of this response to the RFP, proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.

2.28 ADDITIONAL PROVISIONS:

2.28.1 Correction on bids.

- (a) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.
- (b) A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.

- (c) Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

#### 2.28.2 Cancellation of bids.

- (a) Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- (b) After bids are open, any or all bids may be rejected by the City.

#### 2.28.3 Withdrawal of bids.

- (a) Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the Purchasing Director, sealed and identified.
- (b) After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception—The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

- 2.29 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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**SECTION 3 – CRITERIA FOR AWARD**

- 3.1 **CRITERIA FOR AWARD:** The following criteria shall be used to evaluate the proposals. With the weight of each criterion to be determined by the City:

The proposed evaluation is an initial process designed to elicit a short list of Proposers; with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of the City.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission.

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

**Scoring Guide:**

0% of available points - No Response

50% of available points - Marginal

70% of available points - Acceptable

85% of available points - Exceeds Acceptable

100% of available points - Outstanding in all Respects

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
<b>a) Technical Proposal</b>	
i) Firm Qualifications. See section 5.3.3 (b)	20
ii) Management, Supervisory and Staff Experience. See section 5.3.3.(c)	20
iii) Methodology including Technical Approach and Understanding of the Scope of Services. See section 5.3.3(d)	20
<b>b) Pricing (To submit in a separate sealed envelope)</b>	
i) Schedule of Compensation. See section 5.4	40
<b>Total Maximum Points</b>	<b>100</b>

3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES: Evaluation of the Proposals will be conducted by an Evaluation Committee “(Committee)” of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The Committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the selection criteria contained in 3.0 above.

3.2.1 The Committee may conduct interviews with the shortlisted Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

3.2.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.2.3 The Evaluation Committee’s findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the firm it ranks as number one or negotiations with the City Manager depending upon which option is checked below.

☐ [ ] The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.

☒ [X] Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission.

3.2.4 The Purchasing Director may adopt the ranking of the Committee and authorize a contract to the firm it ranks number one if the proposal received is under twenty-five thousand Dollars (\$25,000.00). In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.

3.2.5 After award of the contract, the Contractor shall be instructed to commence the

Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

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**SECTION 4 - SPECIAL CONDITIONS****4.1 [ ] TIME FOR COMPLETION/ LIQUIDATED DAMAGES:**

Because damages will be difficult to ascertain, liquidated damages of \$ per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time and Performance.

**[ X ] COUNTY/STATE LICENSE REQUIREMENTS:**

Proposer shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

In order to be considered for award for the scope of work set forth within this RFP, the Proposer must possess the following document(s) at the time of RFP submittal:

- Broward County Class A Tree Trimmer License
- Current State of Florida Registration pursuant to Section 489.117, F.S., evidencing state registration in the proposer state classification of work.
- Current State of Florida Certification pursuant to Chapter 489, Part I, F.S., evidencing state certification in the proper state classification of work as follows:
  - Pest Control Applicator's License
  - Herbicide Applicator's License

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

**4.2 INDEMNIFICATION**

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such

lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

#### 4.3 INSURANCE (Applicable if box checked)

[X] To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

[X] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies of process may be made in Broward County, Florida.

[X] CONTRACTOR shall pay all deductible amounts, if any.

[X] CONTRACTOR shall specifically protect CITY by naming the City of Parkland and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

[X] Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations.
- Independent contractors.
- Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

[X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

[X] Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (s) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. Insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102, and 0106.

[ ] Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence

[X] CONTRACTOR shall furnish to CITY's PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.

[X] The certificate provided for the City of Parkland must cite the City of Parkland as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.

[X] Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

[X] CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

#### 4.4 SCRUTINIZED COMPANIES:

- a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b) If this agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS**

- 5.1 **PURPOSE:** The intent of this RFP is to obtain competitive pricing for all labor and equipment used for the control of invasive exotic and nuisance plant species. All services shall be performed in accordance with the Scope of Services outlined within this RFP. Invasive exotic plant control services will be provided by the selected contractor(s) on an “as needed” Work Order basis throughout the CITY.
- 5.2 **SCOPE OF SERVICES:**
- 5.2.1 **REQUIREMENTS:** Successful bidder shall be responsible for furnishing all materials, equipment, supplies, herbicides and labor for treating invasive exotic species in CITY parks and other CITY lands. Methods for treating these target species are found within this section and will be determined based on site specifications and requirements.
- a) Systematically cut and treat prohibited woody exotic invasive and nuisance plant species within designated area;
  - b) Neatly stack cut vegetative debris and remove from project site using commercial vegetation hauling company; properly dispose of vegetation;
  - c) Exotic invasive vegetation is composed predominately of Brazilian pepper, earleaf acacia, Australian pine and carrot wood. Some exotic invasive grasses, including guinea grass are also present and will be treated during control activities. Grasses will be treated using foliar application of herbicide and be left in place.

Successful bidder shall, upon notification by the Project Manager, visually inspect site(s) where services have been requested and upon inspection, submit in writing, to the project manager, an itemized breakdown of the total price of services as outlined in Attachment A of this document.

The Project Manager shall be notified by the successful bidder prior to entering the project site location. The successful bidder’s site supervisor shall be on-site whenever site work is underway. The successful bidder’s site supervisor shall provide supervision for the on-site work force and take responsibility for all work performed by the successful bidder.

Upon completion of each individual project, successful bidder will notify project manager within 24 hours for a site evaluation. Successful bidders should achieve and maintain an exotic vegetation kill rate of 95% after treatment of all exotic plants. A follow-up retreatment will be required 30-60 days following the initial treatment to guarantee no more than 5% survivorship of exotic and/or nuisance plants.

Work shall be completed on a time and material basis as outline herein:

- a. **Labor (Manual)** – Hourly rate shall commence upon arrival at site and end upon departure allotting for only actual time worked. Manual labor includes, but is not limited to, removing or uprooting seedlings and herbaceous plants by hand or the use of hand equipment such as machetes, axes or clippers. Manual labor consists of all activities beside that in which is listed as mechanical or chemical.
- b. **Mechanical Control (With Operator)** - Hourly rate shall commence upon arrival at site and end upon departure allotting for only actual time used. The use of machinery will be based on site specificity and CITY approval, “if appropriate” for the removal of mature trees or dense strands of exotic trees in larger areas. Use of machinery will only be used in sites designated by property manager and where there will not be significant impact to the natural area and vegetation. Equipment operator must not harm native plants. If mechanical invasive plant control is not possible then herbicides will be used. All tree debris is to be removed from site.
- c. **Chemical Control** – Chemicals including systemic herbicides such as triclopyr (Garlon 4, Garlon3A) and glycosphate (Rodeo, RoundupPro) will be used for exotic plant control. Any additional herbicides will be subject to CITY approval. All chemicals will be furnished by the successful bidder. Treatment of stumps after large trees are cut is required if trunk is not removed due to site specifications. When foliar treatments are utilized a low pressure sprayer will be used to minimize drift and non-target damage.

#### 5.2.2 Locations (see Exhibit B Site Map):

- A. Pine Trails Park Retention Areas:
  1. Two (2) wetland areas:
    - Man-made wetland
    - Detention area that needs to be sprayed for exotics and cut/mowed down.
- B. 6 Acre Wood Preserve: At this time it is mostly vines due to heavy removals last year. The acreage still needs to be treated and there are piles of hurricane debris that needs to be removed.
- C. Parkside Tract C & C1 (aka Ternbridge Entrance off of Parkside Drive (2 sides). There is also hurricane debris, large limbs and fallen trees that need to be removed.
- D. Parkside Trailhead and Open Space: This preserve is mainly exotic grasses and vegetation that needs to be cut and treated, with larger clusters removed from site.

- E. Terramar Park Natural Area: The nuisance and exotic vines have covered a lot of hurricane damaged trees. This needs to be eradicated as well as removal of exotic vegetation.
- F. Other Areas as Designated at the direction of the City Staff.

5.2.3 NON-TARGET NATIVE PLANTS: Successful bidder agrees not to injure or kill non- nuisance or native vegetation. Contractor will assure replacement of non-target trees and other plants that are injured or lost due to Contractors negligence or carelessness. Any ruts or damage to sod caused by the contractor's vehicles or equipment must be filled in and replaced before completion of project.

5.2.4 CLEAN UP: Successful bidder shall sweep, clean, or pressure wash as directed by CITY representative, any areas soiled during operations, to include curbs, streets, walkways, pavers, etc. If removal of exotic vegetation is required, it shall be the responsibility of the successful bidder to remove and dispose of all logs, brush and debris resulting from the exotic removal operations. As part of the removal process, no debris shall remain on site.

5.2.5 WORK HOURS AND DAYS: All work shall be conducted between Monday and Friday, 7:30 a.m. to 7:30 p.m.; Saturday, 9:30 a.m. to 7:30 p.m.; and Sunday, 10 a.m. to 2 p.m., unless approved in advance by the project manager. Work hours will be taken into consideration based on residential proximity.

5.2.6 PRICING: Prices quoted shall be firm for the contract and invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm throughout the entire contract term will be grounds for contract termination.

5.2.7 COMPETENCY OF PROPOSERS: Proposals will be considered only from firms which are regularly engaged in the business of providing services as described in this proposal and who can provide evidence that they have established a satisfactory record of performance.

5.2.8 CONTRACTOR QUALIFICATIONS: Proposer must have knowledge and a minimum of five (5) years of substantial experience in field identification and current control methods for the control of Invasive Exotic plants common to Florida; specifically those listed on the Florida Exotic Pest Plant Council Category I and II lists. Proposers must have Florida Department of Agriculture and Consumer Services pesticide certification for all ground crew supervisors. Proposers must have a certified arborist on staff and working with crews on projects. Proposer must have a Broward County Class A Tree Trimmer License. Proposers must have sound knowledge of ecological principles and vegetation control techniques. Proposers must be licensed to work in Broward County.

5.2.9 PROPOSAL FORMAT: Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal using the bolded headings given below. In preparing proposals, proposers should assume that the City has no previous knowledge of their products, services or capabilities. Emphasis



should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner. Expensive binding, elaborate artwork, or other embellishments that improve a proposal's appearance without affecting its content are discouraged.

5.2.10 LETTER OF TRANSMITTAL – This letter will summarize in a brief and concise Manner the following:

- Proposer's understanding of the scope of work and make a positive commitment to timely performance of work.
- The letter must name all persons or entities interested in the proposal as principals.
- The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- Identify all the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal. It must be signed by an authorized agent of the firm and indicate the agent's title or authority. The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal.

Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the City of Parkland. The letter should not exceed two pages in length.

### 5.3 **PROPOSAL REQUIREMENTS:**

#### 5.3.1 **Proposal Format**

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal. In preparing proposals, Proposers should assume that the City has had no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straight forward, economical manner.

Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

**5.3.2 Submission of Proposals:** The following material is required to be submitted with your Proposal Package:

- a) Title Page  
Title Page showing the Request for Proposals' subject, the firm's name; the name, address, email and telephone number of a contact person; and the date of the proposal.
- b) Table of Contents
- c) Transmittal Letter  
A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.
- d) Detailed Proposal  
The detailed proposal should address all the points outlined in the Request for Proposal as outlined in Section 5-Specifications and Proposal Requirements.
- e) Executed copies of the Proposal Package—ALL QUESTIONS IN THE RFP TO BE ANSWERED. ALL FORMS TO BE COMPLETED.

**5.3.3 Technical Proposal**

a) **General Requirements**

The proposed evaluation is an initial process to elicit a short list of vendors; with the contract awarded not necessarily to the Vendor of least cost, but rather to the Vendor with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP.

Vendors should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Vendor's information to the Evaluation Factors which will demonstrate the Vendor's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

As such, the substance of proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as bidder's experience and expertise in providing services for municipalities, the clear and creative approach of the proposal, recommendations of entities for which the

proposer has previously provided services, the persons assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

**b) Firm Qualifications (20 points):**

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Proposer should:

(1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

(2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.

(3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

(4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.

(5) Provide as a minimum four (4) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. Please do not include the City of Parkland or City of Parkland employees as references.

**(6) Minority Participation:**

- i. Disadvantaged Business Enterprises (DBE) participation. Proposers are advised that the City promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer.
- ii. The City will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by

the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

c) **Management, Supervisory and Staff Experience (20 points):**

This section of the proposal should establish the method which will be used by the Proposer to manage the Scope of Work as well as identify key personnel assigned to the Scope of Work.

Proposer should:

- (1) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than one (1) page each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
- (4) Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.

d) **Methodology including Technical Approach and Understanding of the Scope of Services (20 points):**

Proposer shall provide a narrative which addresses the Scope of Work and shows Proposer's understanding of City of Parkland's needs and requirements.

Proposer should:

- (1) Describe the approach to completing the tasks specified in the Scope of Services.
- (2) Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
- (3) Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical

enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

5.4 **Fee Proposal (To submit in a separate sealed envelope) (40 points):**

i. **Schedule of Compensation**

The Proposer shall complete the “Fee Proposal” included as Attachment A with the RFP. Proposers shall list pricing as described on Attachment A on a fully-burdened basis, incorporating direct labor costs, indirect cost, and profit.

The proposals response with the lowest proposed grand total amount being offered will receive forty (40) points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by forty (40) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the lowest proposed amount is:  
\$50,000, they will receive 40 points, if the second is:  
\$60,000 the calculation is as follows:  
 $\$50,000 / \$60,000 \times 40 = 33$  points)

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

## ATTACHMENT “A” FEE PROPOSAL

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. Quantities listed within quotation are not guarantee, but solely an estimate of anticipated annual usage.

ITEM NO.	DESCRIPTION	EST. QTY.	UOM	UNIT PRICE	EXTENDED AMOUNT
<b>Labor: 1 FDACS licensed supervisor + 4 Laborers</b>					
1.	FDACS Licensed Environmental Scientist	180	HRS.	\$	\$
2.	Field Technician (4)	640	HRS.	\$	\$
<b>Materials and Equipment</b>					
3.	Skid Steer	5	Day	\$	\$
4.	Saws	18	Day	\$	\$
5.	Fuel	18	Gals./ Day.	\$	\$
6.	Vegetative Debris Hauling and Proper Disposal	203	Truckload (10 cy)	\$	\$
7.	Herbicides-Element 4, MSO, Glyphosate, Surfactant, Dye	108	Gallons	\$	\$
8.	Herbicides-Element 4, MSO, Glyphosate, Surfactant, Dye	25	Application Per acre	\$	\$
<b>TOTAL ANNUAL BID:</b>				\$_____	

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature:	
Title:	
Date Signed:	
Printed Name:	
Firm or Company:	
Email:	

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.



Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

### ACKNOWLEDGEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take  
an oath.

WITNESS my hand and official seal

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

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or  
Type as Commissioned.)

Attachment: RFP 2019-13 Exotic Vegetation Removal and Maintenance (Ranches Drainage Ditch Overgrowth Clearing and Removal)

**AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT**

A. If the Proposer is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Proposal and the Contract contained within this document on behalf of the Corporation. The OWNER would prefer the use of the attached sample Resolution.

B. A corporation to which a contract is to be awarded will be required to furnish certificates as to its corporate existence.

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of

\_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws

of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)"

The duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Proposal and Bid Bond, if such bond is required, to the City of Parkland for: \_\_\_\_\_

and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Parkland shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019.  
(SEAL)

By:  
Secretary

Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Parkland that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_

**PUBLIC ENTITY CRIME STATEMENT**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any 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 public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I state that this Proposer complies with the above.

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

**PROPOSER INFORMATION**

Communications concerning this proposal shall be addressed to:

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

Social Security/Federal Tax I.D. No.: \_\_\_\_\_

Proposer's Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, Whichever Applies

**Part I:**

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name

**CERTIFICATION & ACKNOWLEDGEMENT OF BUSINESS TYPE**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

**BUSINESS ADDRESS of PROPOSER:**

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

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

Federal ID. No. or Social Security No. \_\_\_\_\_

**INDICATE WHICH TYPE OF ORGANIZATION BELOW:**

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Other \_\_\_\_\_

**AUTHORIZED SIGNATURE OF BIDDER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

If individual list dba: \_\_\_\_\_

If Corporation include Corporate Name: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Corporate Secretary Signature: \_\_\_\_\_

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



**NOTARY PUBLIC:**

**STATE OF:** \_\_\_\_\_ **CITY OF:** \_\_\_\_\_

*The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019, by  
\_\_\_\_\_  
\_\_\_\_\_ who is (who are) personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take an oath.*

**NOTARY PUBLIC SIGNATURE:** \_\_\_\_\_

**NOTARY NAME, PRINTED, TYPED OR STAMPED:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_ **My Commission Expires:** \_\_\_\_\_

## REFERENCES

Provide specific references for at least four customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. **Please do not include the City of Parkland or City of Parkland employees as references.** Additional references may be provided by attachment.

Proposer: \_\_\_\_\_

1. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Services provided: \_\_\_\_\_  
Years of Service: \_\_\_\_\_
2. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Services provided: \_\_\_\_\_  
Years of Service: \_\_\_\_\_
3. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Services provided: \_\_\_\_\_  
Years of Service: \_\_\_\_\_
4. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Services provided: \_\_\_\_\_  
Years of Service: \_\_\_\_\_
5. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Services provided: \_\_\_\_\_  
Years of Service: \_\_\_\_\_



## ADD W-9 FORM

**BACKGROUND CHECK AFFIDAVIT**

STATE OF FLORIDA )

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

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. \_\_\_\_\_ intends to enter into an agreement with the City of Parkland to provide the services detailed in RFP #\_\_\_\_.
4. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.
5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to city property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.
6. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or subconsultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
7. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(NOTARY SEAL)

\_\_\_\_\_

(Signature of person taking acknowledgment)

\_\_\_\_\_

(Name of officer taking acknowledgment)

**typed, printed or stamped**

\_\_\_\_\_

(Title or rank)

\_\_\_\_\_

My commission expires:

(Serial number, if any)







**NOTICE**  
**BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU.....**

Carefully read the SPECIFICATIONS and then properly fill out the <b>BID FORM.</b>		✓
1.	Fill out and sign the <b>NON-COLLUSIVE AFFIDAVIT</b> and have it properly notarized.	
2.	Sign the <b>AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT</b> Failure to do so will result in your Bid being deemed non-responsive.	
3.	Sign the <b>VENDOR DRUG FREE WORKPLACE FORM.</b>	
4.	Sign the <b>PUBLIC ENTITY CRIME STATEMENT.</b>	
5.	Fill out and sign the <b>PROPOSERS INFORMATION.</b>	
6.	Fill out and sign the <b>CERTIFICATION &amp; ACKNOWLEDGEMENT OF BUSINESS TYPE</b> and have it properly notarized.	
7.	Fill out the <b>REFERENCES PAGE.</b> <i>(Do not list the City of Parkland or City of Parkland employees as references.)</i>	
8.	Fill out the <b>BIDDERS QUALIFICATION STATEMENT.</b>	
9.	<b>W-9</b>	
10.	Fill out the <b>BACKGROUND CHECK AFFIDAVIT.</b>	
11.	Fill out the <b>SCRUTINIZED VENDOR CERTIFICATION.</b>	
12.	Clearly mark the <b>BID NUMBER AND BID NAME</b> on the outside of the envelope.	
13.	<b>Submit</b> ONE (1) Original AND THREE (3) Photocopies of your Bid, ONE (1) electronic copy and one (1) sealed bid price (to submit in a separate sealed envelope) with your submission.	
14.	<b>Submit</b> Bid Bond <i>(if required)</i>	
15.	Make sure your BID is submitted prior to the <b>deadline.</b> Late Bids will not be considered.	
16.	<b>Include</b> proof of insurance.	
17.	<b>Include</b> copies of all Licenses and Certifications.	

**FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR  
PROPOSAL BEING DEEMED NON-RESPONSIVE.**

**SAMPLE CONTRACT SUBJECT TO FINAL APPROVAL  
BY THE CITY ATTORNEY**

**CONTRACT**

THIS CONTRACT is entered into by and between the CITY OF PARKLAND (CITY), a municipal corporation and \_\_\_\_\_ (CONTRACTOR), as follows

**W I T N E S S E T H:**

**WHEREAS**, pursuant to RFP # \_\_\_\_\_ (the RFP) the CITY accepted competitive proposals for \_\_\_\_\_ (the Services); and

**WHEREAS**, the Services are delineated in the RFP; and

**WHEREAS**, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describes the Services; and

**WHEREAS**, after evaluation of price and other relevant factors by the evaluation committee and the City Commission of the City of Parkland, Florida, the CITY has determined that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

**WHEREAS**, the CITY has awarded the Contract to CONTRACTOR for the Services on \_\_\_\_\_, 20\_\_\_\_, Resolution No 20\_\_\_\_/\_\_\_\_;

**WHEREAS**, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

**NOW THEREFORE**, be it agreed by and between the parties as follows:

**ARTICLE I**

**INTRODUCTION AND SCOPE OF SERVICES**

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations

and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

## ARTICLE 2

### TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall commence upon final execution of the Contract by the CITY and shall expire \_\_\_\_\_ ( ) years from that date. The CITY reserves the right to extend the Contract for \_\_\_\_\_ ( ) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

## ARTICLE 3

### COMPENSATION

- 3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR'S Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this

Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

- 3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.
- 3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.
- 3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

#### ARTICLE 4

#### INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

## ARTICLE 5

### INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

## ARTICLE 6

### TERMINATION OR SUSPENSION

- 6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.



- 6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

## ARTICLE 7

### EEO AND ADA COMPLIANCE

- 7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.
- 7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

## ARTICLE 8

### MISCELLANEOUS

#### 8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports,



photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

## 8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency.
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

No confidentiality of non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section 8.2.

**If the CONTRACTOR has any 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 (954) 753-5040, email address [cityclerk@cityofparkland.org](mailto:cityclerk@cityofparkland.org) or mailing address 6600 University Drive, Parkland, FL 33067.**

8.3 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

8.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.5 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

#### 8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR’s agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

#### 8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

#### 8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager  
Parkland City Hall  
6600 University Drive  
Parkland, Florida 33067

FOR CONTRACTOR:8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits \_\_\_\_\_ are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed.

Witnesses:

**CITY OF PARKLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
CHRISTINE HUNSCHOFSKY, MAYOR

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY CLERK

**CONTRACTOR**

Witnesses:

\_\_\_\_\_

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

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

\_\_\_\_\_

Date: \_\_\_\_\_

Attachment: RFP 2019-13 Exotic Vegetation Removal and Maintenance (Ranches Drainage Ditch Overgrowth Clearing and Removal)



**EXHIBIT “A”  
RFP 2019-13  
EXOTIC VEGETATON REMOVAL AND MAINTENANCE**

**Attachment: RFP 2019-13 Exotic Vegetation Removal and Maintenance (Ranches Drainage Ditch Overgrowth Clearing and Removal)**

**EXHIBIT “B”  
CONTRACTOR’S RESPONSE**

Attachment: RFP 2019-13 Exotic Vegetation Removal and Maintenance (Ranches Drainage Ditch Overgrowth Clearing and Removal)

**EXHIBIT “C”  
ADDITIONAL TERMS AND CONDITIONS**

**Attachment: RFP 2019-13 Exotic Vegetation Removal and Maintenance (Ranches Drainage Ditch Overgrowth Clearing and Removal)**



# Proposal

**EDJ Tree Service LLC**  
 1700 SW 68th Avenue  
 Plantation, FL 33317  
 (855) 566-9335

## Ranches Drainage Ditch Overgrowth Trimming

Wednesday, January 22, 2020  
 City of Parkland  
 6600 University Drive  
 Parkland, FL 33067  
**Phone:** (954) 757-4119  
 ascerbo@cityofparkland.org

**Estimator:** Rick Blaha

**Job Site:** Ranch Road  
 Parkland, FL 33067

Item	Description	Qty	Cost
Land	<b>Land Clearing</b> FDACS Licensed Environmental Scientist 297 Hours @ \$64.21 per hour	297	\$19,070.37
Land	<b>Land Clearing</b> Field Technician 891 Hours @ \$53.64 per hour	891	\$47,793.24
Land	<b>Land Clearing</b> Skid Steer 33 Days @ \$680.00 per day	33	\$22,440.00
Land	<b>Land Clearing</b> Saws 33 Days @ \$85.00 per day	33	\$2,805.00
Land	<b>Land Clearing</b> Fuel 33 Days @ \$65.00 per day	33	\$2,145.00
Land	<b>Land Clearing</b> Vegetative Debris Hauling (10cy) 30 cy a day: 3(10cy) @ \$24.85 per truck x 33 days	33	\$2,460.15
Land	<b>Land Clearing</b> Garlon 84 Gallons @ \$38.92 per gallon	84	\$3,269.28

Attachment: Quote for Ranches Drainage Ditch Overgrowth & Removal (Ranches Drainage Ditch Overgrowth Clearing and Removal)



# Proposal

**EDJ Tree Service LLC**  
 1700 SW 68th Avenue  
 Plantation, FL 33317  
 (855) 566-9335

Attachment: Quote for Ranches Drainage Ditch Overgrowth & Removal (Ranches Drainage Ditch Overgrowth Clearing and Removal)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Subtotal: \$99,983.04

Tax: \$0.00

Total: \$99,983.04

**Did you know you can accept proposals online?**

You will need to set up your online account. For that you will need your account number: 930191, billing zip code: 33067 and email address: [ascrbo@cityofparkland.org](mailto:ascrbo@cityofparkland.org)

**Click Here To Access Your Portal**

**Terms of Service:**

1. If proposal is accepted, Contractor is not responsible for any above or below ground Cable, electric, or water and irrigation lines but due caution will be taken.
2. All work performed with an ISA Certified Arborist on Site.
3. EDJ will issue at the end of the job an invoice for the services provided at the rate as quoted herein and all remaining payments are due upon receipt and payable no later than thirty (30) days of receipt of invoice.
4. If permits are required, all permit fees are billed to client as incurred. No additional permit runner fees will be charged.
5. All outstanding balances due in excess of thirty (30) days will be assessed interest at one percent (1.5%) per month on the unpaid balance from the original invoice date until paid in full.
6. Price quoted is good for Thirty (30) days from date of proposal.

## Exotic Vegetation Removal and Maintenance – RFP 2019-13

## ATTACHMENT "A"

## FEE PROPOSAL

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. Quantities listed within quotation are not guarantee, but solely an estimate of anticipated annual usage.

ITEM NO.	DESCRIPTION	EST. QTY.	UOM	UNIT PRICE	EXTENDED AMOUNT
<b>Labor: 1 FDACS licensed supervisor + 4 Laborers</b>					
1.	FDACS Licensed Environmental Scientist	180	HRS.	\$64.21	\$11,557.80
2.	Field Technician (4)	640	HRS.	\$53.64	\$34,329.60
<b>Materials and Equipment</b>					
3.	Skid Steer	5	Day	\$680.00	\$3,400.00
4.	Saws	18	Day	\$85.00	\$1,530.00
5.	Fuel	18	Gals./ Day.	\$65.00	\$1,170.00
6.	Vegetative Debris Hauling and Proper Disposal	203	Truckload (10 cy)	\$24.85	\$5,044.55
7.	Herbicides-Element 4, MSO, Glyphosate, Surfactant, Dye	108	Gallons	\$38.92	\$4,183.36
8.	Herbicides-Element 4, MSO, Glyphosate, Surfactant, Dye	25	Application Per acre	\$1812.15	\$45,303.75
<b>TOTAL ANNUAL BID:</b>				\$106,539.06	

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.	
Signature:	<i>Richard Haha on behalf of EDT Tree Service LLC</i>
Title:	<i>Mgr.</i>
Date Signed:	<i>6-10-2019</i>
Printed Name:	<i>Richard Haha</i>
Firm or Company:	<i>EDT TREE SERVICE LLC</i>
Email:	<i>edj.service@aol.com</i>



## CITY OF PARKLAND

Meeting: Wednesday, February 19, 2020

## AGENDA SUMMARY

Agenda Item: 7.B

### RESOLUTION: 2020-006

Consent Agenda

**SHORT TITLE:** Sidewalk Replacement and Installation Contract - Piggyback

**SUBMITTED BY:** Bill Evans

**SPONSOR:**

**MEETING GROUP:** City Commission

**ORIGIN OF REQUEST:** Staff

### STAFF RECOMMENDATION

Staff is recommending approval to piggyback the City of Miami Gardens Contract No. ITB 15-16-039(A) for Sidewalk Replacement and Installation Services, along Mecca Boulevard, in the amount of \$53,790 to the awarded vendor, Metro Express, Inc.

### STRATEGIC PLAN

**Strategy:** Effective & Efficient Government

**Goals & Actions by Strategy:** Improve and enhance the City's Infrastructure, Maintain a safe community

### BACKGROUND & PURPOSE

Contract No. ITB 15-16-039(A) for Sidewalk Replacement and Installation was competitively solicited by the City of Miami Gardens, FL, through Invitation to Bid (ITB) No. 15-16-039(A), allowing the Southeast Florida Governmental Purchasing Cooperative and its thirty-one (31) governmental agencies, including the City of Parkland (City) to become a participating entity. The contract was awarded to Metro Express, Inc. on February 8, 2017 for a term of one (1) year with four (4), one (1) year renewal options, and is currently on its third renewal through February 23, 2021.

The contract provides a source for repair, replacement and installation of sidewalks from a qualified and experienced contractor for the Public Works Department. The existing concrete along the north side of Mecca Boulevard is uprooted due to root intrusion. Also, the current sidewalk ramps, on both the north and south side of the street, need to be brought into compliance with ADA standards.

The City of Miami Gardens Contract No. ITB 15-16-039(A) was procured in accordance with the City's Procurement Code, Sec. 2-143.9.(3) - Exempt Purchases, "... If the goods to be purchased have been approved by the City Manager and are included in the annual budget, the user department or City may piggyback any currently authorized government agencies and/or not for profit purchasing cooperatives contract"; and the Code further requires the City Commission to approve all purchases over \$50,000.

For the reasons provided above, staff is recommending approval to piggyback the City of Miami Gardens Contract No. ITB 15-16-039(A) for Sidewalk Replacement and Installation Services along Mecca Boulevard in the amount of \$53,790 to the awarded vendor, Metro Express, Inc.

The decision to piggyback the interagency agreement is in the best interest of the City for its value and accessibility.

Staff will ensure that the service complies with the terms, conditions and pricing contained in the City of Miami Gardens Contract No. ITB 15-16-039(A).



Should there be any unforeseen conditions, in accordance with the City's Procurement Code, Sec. 2-143.6.5.(c), the City Manager is authorized to approve "All change orders increasing the cost of any contract, up to five percent of the original contract amount, provided that sufficient budgeted funds are available." All other change orders must be approved by the City Commission.

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**FISCAL IMPACT**

The estimated financial impact is \$53,790 which has been budgeted as part of the Fiscal Year 2020.

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**EXPIRATION OF CONTRACT**

February 23, 2021

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**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE PIGGYBACK OF THE CITY OF MIAMI GARDENS, FLORIDA, CONTRACT FOR SIDEWALK REPLACEMENT AND INSTALLATION WITH THE AWARDED VENDOR, METRO EXPRESS, INC.; PROVIDING FOR EXECUTION BY THE APPROPRIATE CITY OFFICIAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parkland (City) desires to piggyback the City of Miami Gardens Contract No. ITB 15-16-039(A) for Sidewalk Replacement and Installation Services along Mecca Boulevard; and

**WHEREAS**, the contract was competitively solicited by the City of Miami Gardens, allowing the Southeast Florida Governmental Purchasing Cooperative and its thirty-one (31) governmental agencies, including the City of Parkland, to become a participating entity; and

**WHEREAS**, in accordance with the City's Procurement Code, Sec. 2-143.9.(3) - Piggyback contracts, the City Commission may decide to award a contract without the necessity of a competitive bid where the City Commission finds that the existing contract is in the best interest of the City, is competitively priced, and will further intergovernmental cooperation; and

**WHEREAS**, City staff is requesting approval to piggyback the City of Miami Gardens contract through the awarded vendor, Metro Express, Inc., for Sidewalk Replacement and Installation Services along Mecca Boulevard, in the amount of \$53,790; and

**WHEREAS**, the contract was awarded on February 8, 2017 for a term of one (1) year with four (4), one (1) year renewal options, and is currently on its third renewal through February 23, 2021; and

**WHEREAS**, the City Commission hereby determines it to be in the best interest of the residents of the City of Parkland to piggyback the City of Miami Gardens Contract No. ITB 15-16-039(A) for Sidewalk Replacement and Installation Services along Mecca Boulevard.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:**

**Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein.

**Section 2.** The City Commission hereby approves the piggyback of the City of Miami Gardens Contract No. ITB 15-16-039(A) for Sidewalk Replacement and Installation Services along Mecca Boulevard, and authorizes the Purchasing Director to issue a purchase order in the amount of \$53,790 to Metro Express, Inc.

**Section 3.** The City Attorney has reviewed and approved the piggyback contract.

**Section 4.** The appropriate City Official is authorized to execute any required document(s).

**Section 4.** This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF February, 2020.

**CITY OF PARKLAND, FLORIDA**

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**CHRISTINE HUNSCHOFSKY**  
**MAYOR**

ATTEST:

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**STEPHANIE FROHMAN**  
**DEPUTY CITY CLERK**



**Southeast Florida Governmental Purchasing  
Cooperative Group**

**CONTRACT AWARD**

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to [lpiper@myboca.us](mailto:lpiper@myboca.us) for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. ITB 15-16-039(A)

Description/Title: Sidewalk Replacement and Installation

Initial Contract Term: Start Date: 02/24/2017 End Date: 02/23/2018

Renewal Terms of the Contract: 4 (No. of Renewals) Renewal Options for 1 (Period of Time)

Renewal No. 1 Start Date: 02/24/2018 End Date: 02/23/2019

Renewal No. 2 Start Date: 02/24/2019 End Date: 02/23/2020

Renewal No. 3 Start Date: 02/24/2020 End Date: 02/23/2021

Renewal No. 4 Start Date: 02/24/2021 End Date: 02/23/2022

**SECTION #1 VENDOR AWARD**

Vendor Name: METRO EXPRESS INC.

Vendor Address: 9442 NW 109TH STREET

Contact: Delio Trasobares

Phone: (305) 885-1330 Fax: (305) 885-1327

Cell/Pager: \_\_\_\_\_ Email Address: delio@metroexpresscorp.com

Website: \_\_\_\_\_ FEIN: \_\_\_\_\_

**SECTION #2 AWARD/BACKGROUND INFORMATION**

Award Date: 02/08/2017 Resolution/Agenda Item No.: 2017-28-3133

Insurance Required: Yes X No \_\_\_\_\_

Performance Bond Required: Yes X No \_\_\_\_\_

**SECTION #3 LEAD AGENCY**

Agency Name: City of Miami Gardens

Agency Address: 18605 NW 27th Avenue, Miami Gardens, FL 33056

Agency Contact: Latora Francis Email: lfrancis@miamigardens-fl.gov

Telephone: 305-622-8000 Fax: 305-474-1285

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)



# City of Miami Gardens

*Oliver Gilbert*  
Mayor

February 23, 2017

*Erhabor Ighodaro, Ph.D.*  
Vice Mayor

Metro Express, Inc.  
9442 NW 109<sup>th</sup> Street  
Medley, FL 33178

*Lisa C. Davis*  
Council Member

RE: Notice of award – ITB No.15-16-039(A) Sidewalk Replacement and Installation

*Rodney Harris*  
Council Member

## NOTICE OF AWARD

*Lillie Q. Odom.*  
Council Member

This is to confirm that the City Council at its meeting held on February 8, 2017, and Agenda Item Number K-10, accepted your proposal response on the above-reference solicitation.

*Felicia Robinson*  
Council Member

Please forward to my office, within ten days per specifications, the following documents:

*David Williams Jr.*  
Council Member

1. Signed Contract ( 3 copies are enclosed)
2. Certificate of Insurance naming the City of Miami Gardens as an additional insured.
3. Performance and Payment Bond

A copy of this Notice with a copy of your solicitation response, including all terms and conditions, is being forwarded to the Using Agency, who will contact you regarding your contract.

*Cameron D. Benson*  
City Manager

Thank you for your interest in doing business with the City of Miami Gardens.

*Ronetta Taylor, MMC*  
City Clerk

Sincerely,

*Sonja K. Dickens*  
City Attorney

Latora Francis, Procurement Officer  
Office of Procurement Management

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)

## RESOLUTION NO. 2017-28-3133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO METRO EXPRESS, INC., FOR SIDEWALK REPLACEMENT & INSTALLATION; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASES ORDERS ON AN AS NEEDED BASIS NOT TO EXCEED THE ALLOCATED BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 17, 2016, ITB No. 15-16-039(A) was solicited via BidSync for sidewalk replacement and installation, and

WHEREAS, the ITB closed on November 28, 2016 and three (3) bids were received and publicly read at that time, and

WHEREAS, City Staff evaluated the bids for compliance with the specifications, and Metro Express, Inc., (the lowest bidder), and Providian Construction Group were deemed responsible and responsive to the requirements of the ITB, and

WHEREAS, Pioneer Construction Management Services, Inc., failed to submit mandatory documents and was deemed non-responsive to the requirements in the Invitation to Bid, and

WHEREAS, Metro Express, Inc., has provided services for the City in the past and their performance was deemed favorable by the Using Department, and

WHEREAS, Staff recommends the City Council award ITB No. 15-16-039(A), Sidewalk Replacement & Installation to Metro Express, Inc.,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:


Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Resolution No. 2017-28-3133

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby awards a bid to Metro Express, Inc., for Sidewalk Replacements & Installation, and authorizes the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budgeted amount.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON February 8, 2017.

  
\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

ATTEST:

  
\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: HARRIS

Second by: DAVIS

VOTE: 7-0

Mayor Oliver Gilbert, III	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Erhabor Ighodaro, Ph.D.	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Lisa C. Davis	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Rodney Harris	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Lillie Q. Odom	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Felicia Robinson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman David Williams Jr	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)





18605 NW 27 Avenue  
Miami Gardens, Florida 33056

## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	February 8, 2017		<b>Item Type:</b>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>
<b>Fiscal Impact:</b>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
	X		<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b> <b>No</b>
<b>Funding Source:</b>			<b>Advertising Requirement:</b>	<b>Yes</b>	<b>No</b> X	
<b>Contract/P.O. Required:</b>	<b>Yes</b> X	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<b>ITB No. 15-16-039(A) Sidewalk Replacement and Installation Annual Contract Rebid</b>		
<b>Strategic Plan Related</b>	<b>Yes</b>	<b>No</b> X	<b>Strategic Plan Priority Area:</b>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>		
<b>Sponsor Name</b>	Cameron Benson, City Manager		<b>Department:</b>	Public Works Department		

### Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA,  
AWARDING A BID TO METRO EXPRESS, INC., FOR SIDEWALK REPLACEMENT &  
INSTALLATION; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASES ORDERS ON  
AN AS NEEDED BASIS NOT TO EXCEED THE ALLOCATED BUDGETED AMOUNT;  
PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE  
DATE.

### Staff Summary:

#### Background

The City's Public Works Department continues to install, repair and replace sidewalks throughout the City on an as needed basis. Part of the Citizen's Independent Transportation Trust (CITT), People's Transportation Plan – ½ Cents Transportation Tax (PTP) is to install new sidewalks to include the American Disability Act (ADA) required upgrades as roads are resurfaced throughout the community. In addition, the City has been receiving funds through the Florida Department of Transportation (FDOT) for the Safe Walk to School Program and Pedestrian Walking Trail Grants, which allows the installation of new sidewalks in the school's vicinity and the continuance of the City's Walking Trail Master Plan.

#### Current Situation

AGENDA ITEM K-10  
SIDEWALK REPLACEMENT

Packet Pg. 100

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)



18605 NW 27 Avenue  
Miami Gardens, Florida 33056

On June 29, 2016, Invitation to Bid (ITB) No. 15-16-039, Sidewalk Replacements & Installation Annual Contract, was solicited via BidSync. The ITB closed on August 1, 2016. Three (3) bids were received. Bid submittals from Bannerman Landscaping, Inc., C & I Construction and Design, Inc., and SOFLA Landscaping, Inc., were received and publicly read.

After review of Invitation to Bid (ITB) No. 15-16-039, Sidewalk Replacements & Installation Annual Contract, City staff decided to include additional experience requirements for the vendor's qualifications and increased the amount of work expected annually, effectively changing the scope of services. The new scope of work addressed the City's sidewalk replacement needs more accurately. City staff recommended that all bids be rejected and a re-solicitation of services for sidewalk replacement and installation be advertised.

On September 28, 2016, City Council authorized the City Manager to reject all bids and resolicit a bid for the repair, replacement, and installation of sidewalks.

On October 17, 2016, Invitation to Bid (ITB) No. 15-16-039(A), Sidewalk Replacements & Installation Annual Contract Rebid was solicited via BidSync. The ITB closed on November 28, 2016. Three (3) bids were received and publicly read at that time.

The City staff evaluated the bids for compliance with the specifications. Metro Express, Inc., (the lowest bidder) and Providian Construction Group were deemed responsible and responsive to the requirements of the ITB. Pioneer Construction Management Services, Inc. failed to submit mandatory documents and was deemed non-responsive to the requirements in the Invitation to Bid.

Metro Express, Inc. has provided services for the City in the past and their performance was deemed favorable by the Using Department.

A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

#### **Fiscal Impact**

The FY 2017 budget provided a budget of \$300,000 for stand alone and improvement projects. Also included in the budget are three other projects that includes Sidewalks, Milling and Resurfacing at certain specific locations, therefore staff is recommending an amount of not to exceed \$600,000.

#### **Proposed Action:**

It is recommended that the City Council approve the City staff's Recommendation For Award of Invitation to Bid (ITB) No. 15-16-039(A), Sidewalk Replacement & Installation Annual Contract Rebid to Metro Express, Inc. authorizing the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget for the replacement and installation of sidewalk replacement.

#### **Attachment:**

Exhibit 1: Bid Tabulation

ITB No. 15-16-039A  
 Bid Title: Sidewalk Replacement & Installation Annual Contract Rebid  
 Dept.: Public Works, Engin. Division  
 Purchasing Agent: Scott Shaw



Date ITB Posted: 10/17/16  
 Date ITB Opened: 11/28/2016  
 Bid Submittals: 3  
 Declinations: 0

Item No.	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Metro Express, Inc. Medley, FL		Pioneer Construction Management Services, Inc. Miami, FL		Providian Construction Group, Inc. Sunrise, FL	
				Unit Price (Price per UOM)	Total Price	Unit Price (Price per UOM)	Total Price	Unit Price (Price per UOM)	Total Price
1	Furnish all materials, labor & equipment to Remove to be saw-cut & Replace 4" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes restoration-clean fill to avoid gaps) damaged sod replaced at Contractor's expense	Square Yd.	46000	\$35.50	\$1,633,000.00	\$35.55	\$1,635,300.00	\$49.20	\$2,263,200.00
2	Furnish all materials, labor & equipment to Remove to be saw-cut & Replace 6" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes restoration-clean fill to avoid gaps) damaged sod replaced at Contractor's expense	Square Yd.	16000	\$42.75	\$684,000.00	\$44.55	\$712,800.00	\$51.60	\$825,600.00
3	Furnish all materials, labor & equipment Install New 4" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense	Square Yd.	18000	\$35.50	\$639,000.00	\$40.05	\$720,900.00	\$51.84	\$933,120.00
4	Furnish all materials, labor & equipment Install New 6" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense	Square Yd.	10000	\$42.75	\$427,500.00	\$49.05	\$490,500.00	\$56.70	\$567,000.00
5	Furnish, Compact, & Install Lime Rock to min. 95% compaction to avoid settling. When elevation is too low. Fill any gaps between new sidewalk installation and existing elevation. Delivery ticket must be provided for payment	Cubic Yd.	200	\$12.00	\$2,400.00	\$30.00	\$6,000.00	\$156.00	\$31,200.00

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)



6	Furnish all materials, labor & equipment to Remove & Replace concrete Type "D" Curb including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	500	\$18.00	\$9,000.00	\$19.00	\$9,500.00	\$56.70	\$28,350.00
7	Furnish all materials, labor & equipment to Install New concrete Type "D" Curb including drop curb, transitions, & construction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) including fil. Damaged sod replaced at contractor's expense.	Linear Ft.	500	\$18.00	\$9,000.00	\$18.00	\$9,000.00	\$34.80	\$17,400.00
8	Furnish all materials, labor & equipment to Remove & Replace concrete Type "F" Curb including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	500	\$19.00	\$9,500.00	\$24.00	\$12,000.00	\$37.20	\$18,600.00
9	Furnish all materials, labor & equipment to Install New concrete Type "F" Curb including drop curb, transitions, & construction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	100	\$19.00	\$1,900.00	\$30.00	\$3,000.00	\$42.00	\$4,200.00
10	Furnish all materials, labor & equipment to Remove & Replace concrete "Valley-gutter" including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	200	\$19.00	\$3,800.00	\$25.00	\$5,000.00	\$57.60	\$11,520.00

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)

11	Furnish all materials, labor & equipment to Install New concrete "Valley-gutter" including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of dirt, grass etc. & restoration at Contractor's expense.	Linear Ft.	500	\$19.00	\$9,500.00	\$21.00	\$10,500.00	\$59.00	\$29,500.00
12	Right-of- Way Survey (to establish property lines).	Linear Ft.	18000	\$0.50	\$9,000.00	\$0.70	\$12,600.00	\$2.70	\$48,600.00
13	Tree Removal Dia. @ breast hgt. 4.5' above grade Cont. (includes restoration -clearing & grubbing, removal of debris, excavation & backfilling) damaged sod replaced at Contractor's expense.	Each	4	\$100.00	\$400.00	\$200.00	\$800.00	\$780.00	\$3,120.00
		Each	4	\$200.00	\$800.00	\$450.00	\$1,800.00	\$1,320.00	\$5,280.00
		Each	4	\$500.00	\$2,000.00	\$700.00	\$2,800.00	\$2,280.00	\$9,120.00
		Each	3	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$3,840.00	\$11,520.00
14	Live Oak Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense.	Each	1	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$750.00	\$750.00
15	Mahogany Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense	Each	1	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00
16	Crape Myrtle Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense.	Each	1	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$755.00	\$755.00
17	Curb Cuts (includes restoration).	Each	20	\$50.00	\$1,000.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00
18	Furnish all materials, labor & equipment to Relocate Chain Link Fence (includes restoration). Damaged grass to be replaced with sod at Contractor's expense.	Linear Ft.	200	\$15.00	\$3,000.00	\$30.00	\$6,000.00	\$45.60	\$9,120.00
19	Furnish all materials, labor & equipment to Install New 4' Chain Link Fence, disposal of existing fence (includes restoration) damaged grass to be replaced with sod at Contractor's expense.	Linear Ft.	200	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$42.00	\$8,400.00
20	Furnish all materials, labor & equipment to construct 1.5" Type III Asphaltic Concrete surface including Tack Coat to repair existing driveway approaches. Damaged areas during installation replaced at Contractor's expense.	Square Ft.	1100	\$27.00	\$29,700.00	\$6.50	\$7,150.00	\$26.40	\$29,040.00

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)

21	Furnish all materials, labor & equipment to place Detectable Warning Surface for pedestrian crossings/cast-in-place type/yellow.	Square Ft.	350	\$25.00	\$8,750.00	\$25.00	\$8,750.00	\$58.80	\$20,580.00
22	Furnish all materials, labor & equipment to Relocate PVC Lines – 2" diameter.	Linear Ft.	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00
23	Furnish all materials, labor & equipment to Install new PVC Lines Sch. 40.	Linear Ft.	20	\$10.00	\$200.00	\$15.00	\$300.00	\$45.00	\$900.00
24	Furnish all materials, labor & equipment to Install new Irrigation Heads (4" pop-up head w/max 15' spray radius).	Each	10	\$60.00	\$600.00	\$50.00	\$500.00	\$125.00	\$1,250.00
25	Furnish all materials, labor & equipment to Relocate/reset existing Signs.	Each	20	\$100.00	\$2,000.00	\$50.00	\$1,000.00	\$135.00	\$2,700.00
26	Furnish all materials, labor & equipment to Raise Utilities Access (includes sewer cleanouts, water meters, manholes, water valves).	Each	50	\$180.00	\$9,000.00	\$200.00	\$10,000.00	\$1,920.00	\$96,000.00
27	Furnish and install concrete water meter boxes to replace existing broken boxes in sidewalk slabs being replaced.	Each	20	\$200.00	\$4,000.00	\$500.00	\$10,000.00	\$900.00	\$18,000.00
28	Furnish all materials, labor & equipment to Pressure clean Brick Pavers & Paver Blocks.	Square Ft.	500	\$1.00	\$500.00	\$1.00	\$500.00	\$5.40	\$2,700.00
29	Furnish all materials, labor & equipment to Pressure clean	Square Ft.	500	\$1.00	\$500.00	\$1.00	\$500.00	\$5.10	\$2,550.00
30	Furnish all materials, labor & equipment to install St.	Square Ft.	4000	\$0.80	\$3,200.00	\$1.25	\$5,000.00	\$3.60	\$14,400.00
31	12" Root Bio Barrier	Linear Ft.	200	\$18.00	\$3,600.00	\$12.00	\$2,400.00	\$7.20	\$1,440.00
<b>ESTIMATED ANNUAL TOTAL PRICE</b>					<b>\$3,516,650.00</b>		<b>\$3,699,800.00</b>		<b>\$5,022,165.00 (A)</b>

Award

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)



CITY OF MIAMI GARDENS  
SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT REBID  
CONSTRUCTION CONTRACT

THIS CONTRACT made as of this 24<sup>th</sup> day of Feb, 2017, by and between METRO EXPRESS, INC., hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the Work of performing certain construction:

NOW, THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter named, agree as follows:

**ARTICLE 1 - CONTRACT DOCUMENTS**

**1.1 Enumeration of Contract Documents:**

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement and General Conditions
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No.15-16-039(A) dated November 28, 2016.

The aforementioned documents are hereby incorporated herein by reference, and made a part hereof

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement.

Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated 2-24-17 and any attachments.
- c. Agreement & General Conditions
- d. Bid Document including all plans & drawings.
- e. Contractor's bid submittal

**1.2 Conflict, Error or Discrepancy:**

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

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

**ARTICLE 2. SCOPE OF WORK**

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents. The City is the lead agent on this contract for the Southeast Florida Governmental Cooperative Group.

**ARTICLE 3. CONTRACT TIME**

- 3.1.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.
- 3.1.2 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **fifteen** (15) calendar days of the issuance of Notice of Award.
- 3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within three hundred sixty-five (365) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within thirty (30) days from the date certified by CITY as the date of Final Completion.
- 3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of one hundred dollars (\$100) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in

Section 3.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of one hundred dollars (\$100) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

- 3.4 CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract.
- 3.5 CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by the Architect/Engineer in administering the construction of the WORK beyond the completion date specified above, plus approved time extensions, if any. Architect/Engineer construction costs shall be pursuant to the contract between CITY and Architect/Engineer, a copy of which is available upon request of the CONTRACTOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of WORK by means of unilateral credit change orders issued by CITY, as costs are incurred by Architect/Engineer and agreed to by CITY.

#### **ARTICLE 4. COMPENSATION**

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, in the sum of **three million, five hundred sixteen thousand, six hundred fifty (\$3, 516,650.00).**

#### **ARTICLE 5. PROGRESS PAYMENTS**

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work



which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents. Upon Final Completion and acceptance one half (1/2) of the retainage will be returned to CONTRACTOR in accordance with the terms and conditions stipulated in the Contract Documents.

One half (1/2) of the retainage fee shall be held and shall be redeemable upon satisfactory completion of the twelve (12) months or six (6) months warranty period. The City shall select length of warranty period upon notice of award.

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

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

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

#### **ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. The CONTRACTOR shall only receive payments If CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an Affidavit

certifying that all suppliers and Sub-Contractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

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

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- D. Damage to another CONTRACTOR not remedied.
- E. Liquidated damages and costs incurred by CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

#### ARTICLE 7. MISCELLANEOUS

- 7.1 Conflict: Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall control.
- 7.2 Independent Contractor: CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents or sub-contractors of the CITY and CONTRACTOR shall be responsible for any actions of its officer, employees, agent and subcontractors. This Contract shall not constitute or make the parties a partnership or joint venture.
- 7.3 Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described. CONTRACTOR shall insure that all Sub-Contractors have all required licenses

and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

- 7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.
- 7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.
- 7.6 Notices/Authorized Representatives: Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:
- |  |  |
|--|--|
| City of Miami Gardens<br>Attn: City Manager<br>18605 NW 27 <sup>th</sup> Avenue<br>Miami Gardens, FL 33056 | Contractor: Metro Express, Inc.<br>Name: Angel Fernandez<br>Address: 9442 NW 109 <sup>th</sup> Street<br>City, State & Zip: Medley, FL 33178 |
|--|--|
- 7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.
- CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.
- 7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this

Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- 7.9 **Severance:** In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.10 **Applicable Law and Venue:** This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**
- 7.11 **Enforcement Costs:** If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 7.12 **Amendments:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.
- 7.13 **Prior Contracts:** This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

- 7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.
- 7.15 Indemnification: Subject to the limitations of Section 768.28 Florida Statutes, Contractor shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of the Contractor, by or on behalf of the Contractor, or resulting from any violation by the Contractor or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY.

The City does hereby agree to indemnify and hold harmless Contractor, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of City's performance of this Agreement. This agreement is subject to the provisions of Section 768.28 Florida Statutes, such that the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities losses and causes of action which may arise solely as a result of the performance of this Agreement. However, nothing herein shall be deemed to indemnify Contractor from any liability or claim arising out of the negligent performance or failure of performance of Contractor or any unrelated third party. Nothing contained herein shall be deemed a waiver of sovereign immunity. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification.

- 7.16 Insurance: All insurance requirements must be met and evidenced to the City before delivery of goods and performance of services. The City reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. The City reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

**Workers' Compensation:** Coverage is to apply for all persons fulfilling this contract for statutory limits in compliance with the law of the State of Florida and any applicable federal laws. The policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease. The City will not accept certificates of exemption. Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

**Commercial General Liability:** Occurrence Form Required. Contractor shall maintain commercial general liability (CGL) insurance with limits of not less than:

- \$5,000,000 each occurrence for bodily injury and property damage
- \$5,000,000 general aggregate (must apply Per Project)
- \$5,000,000 products completed operations aggregate
- \$1,000,000 personal & advertising injury

No exclusion shall apply to: premises, independent contractors, contractual liability, or property damage resulting from explosion, collapse or underground (XCU) exposures.

**Commercial Automobile Liability:** Contractor shall maintain automobile liability insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto fulfilling duties under this agreement (including owned, hired, and non-owned autos). The policy shall provide contractual liability coverage.

**Professional Liability/Malpractice/Errors or Omissions:** Licensed design-build professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$2,000,000 per occurrence. If claims-made the retro date shall be prior or equal to the effective date of any contract with the City. The coverage shall be renewed or include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

**Pollution/Environmental Impairment Liability Coverage:** Pollution/environmental impairment Liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. Coverage will be provided for to non-owned disposal sites utilized for this project. The recommended minimum coverage is \$5,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond. If claims-made the retro date shall be prior or equal to the effective date of any contract with the County. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

**Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Special Requirements:** Certificate of Insurance shall confirm in writing that all applicable provisions apply.



**Evidence of Insurance:** A copy of the Contractor/Vendor's current certificate of insurance MUST be provided with the response to this bid. A formal certificate shall be provided upon announcement that a Contractor has been awarded the work. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:

**Additional Insured:** "City of Miami Gardens and its Elected Officials, Agents, Representatives, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

Additional Insured coverage shall be provided with the following ISO forms or similar policy provisions providing equal to or broader than coverage:

**One** of the following forms or its equivalent:

CG 2026 (Additional Insured–Designated Person or Organization) OR

CG 2010 (Additional Insured–Owners Lessees Contractors) OR

CG 2038 (Additional Insured–Automatic Status).

**AND, if products or completed operations exposure:**

CG 2037 (Additional Insured–Completed Operations). The Contractor/Vendor is required to continue to purchase products and completed operations coverage to satisfy this agreement for a minimum of three years beyond completion of the work.

**Notification:** The policy shall provide a 10-day notification clause in the event of cancellation, non-renewal, material modification, or any other lapse in coverage of the policy. In the event the insurance policy does not provide such notification, Contractor shall provide notification to the City.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be delivered to the City 10 days prior to said expiration date.

#### **Primary & Non Contributory**

This Insurance shall be considered primary to any other insurance. Coverage shall be provided with the following ISO form or similar policy provision providing equal to or broader than coverage: CG 2001 (Primary and Noncontributory – Other Insurance Condition).

#### **Waiver of Subrogation**

All of Contractor's insurance policies, except Professional Liability, will waive rights of recovery against the City. Coverage shall be provided with the following CGL ISO form or similar policy provision providing equal to or broader than coverage: CG 2404 (Waiver of Transfer of Rights of Recovery Against Others to Us).

**Subcontractors' Compliance:** It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

**Financial Stability:** The policies of insurance shall be written on forms acceptable to the City and placed with insurance carriers authorized by the Insurance Department in the State of Florida. All insurance carriers must meet a minimum financial AM Best company rating of no less than: "A- Excellent: FSC VII. City reserved the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

- 7.17 Florida Public Records Act: All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

To the extent required by law, Contractor shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Contractor agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection. Further, as pursuant to Section 119.0701, Florida Statutes, Contractor agrees to maintain the records until the completion of the contract. 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 18605 Northwest 27th Avenue, Miami Gardens, Florida 33056.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:

Print Name:

Hazel Fernandez

ATTEST:

Roselee Lopez  
City Clerk

APPROVED AS TO FORM:

[Signature]  
CITY Attorney

Dated:

CONTRACTOR:

By:

Delia A. Trusobers

Print Name:

Delia A. Trusobers

Title:

President

Seal:

CITY OF MIAMI GARDENS

[Signature]  
City Manager

DM

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)



# CERTIFICATE OF LIABILITY INSURANCE

METRO-7

OP ID: MZ

DATE (MM/DD/YYYY)

02/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Kahn-Carlin & Company, Inc.  
3350 S. Dixie Highway  
Miami, FL 33133-9984

**CONTACT****NAME:****PHONE**  
(A/C, No, Ext): 305-446-2271**FAX**  
(A/C, No): 305-448-3127**E-MAIL**  
ADDRESS: certificates@kahn-carlin.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Zurich-American Insurance Co

16535

**INSURER B:** American Guarantee & Liab Ins

26247

**INSURER C:** North River Insurance Co.

21105

**INSURER D:** Bridgefield Employers Ins Co

10701

**INSURER E:****INSURER F:**

**INSURED** Metro Express, Inc.  
9442 NW 109th Street Suite 100  
Medley, FL 33178

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GLO0184185-01	09/12/2016	09/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	BAP 0184184-01	09/12/2016	09/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	5811073434	09/12/2016	09/22/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X 830-38388	09/22/2016	09/22/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No: 15-16-039(A) Sidewalk Replacement and Installation.

**\*\*SEE NOTEPAD\*\***

**CERTIFICATE HOLDER****CANCELLATION**

MIAM-18

City of Miami Gardens  
18605 NW 27th Avenue  
Miami Gardens, FL 33056

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**NOTEPAD:**HOLDER CODE MIAM-18  
INSURED'S NAME Metro Express, Inc.METRO-7  
OP ID: MZPAGE 2  
Date 02/24/2017

The Certificate Holder and its Elected Officials, Agents, Representatives, Employees, and Volunteers are Additional Insured with respects to General Liability on a primary and non-contributory basis, including ongoing and completed operations. As well as, Additional Insured with respects to Auto Liability. Waiver of Subrogation is granted in favor of the Additional Insured with respects to General Liability, Auto Liability and Worker's Compensation. Umbrella follows form. 30 days' notice of cancellation applies, except 10 days' for non-payment.

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

\*Blanket Waiver of Subrogation Applies\*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

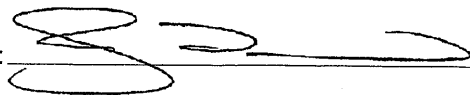
Date Prepared: July 7, 2016

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: September 22, 2016

Policy Number: 830-38388

Countersigned by:



Insured: Metro Express Inc

WC 00 03 13 (Ed. 4-84)

"Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission. Copyright 1984 NCCI"

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)

Policy Number: GLO0184185-01

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Attachment: Contract Award (Sidewalk Replacement and Installation Contract - Piggyback)

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



# City of Miami Gardens

*Oliver Gilbert*  
Mayor

*Rodney Harris*  
Vice Mayor

*Erhabor Ighodaro, Ph.D.*  
Council Member

*Reggie Leon*  
Council Member

*Lillie Q. Odom*  
Council Member

*David Williams, Jr.*  
Council Member

*Katrina Wilson*  
Council Member

*Cameron D. Benson*  
City Manager

*Mario Bataille, CMC*  
City Clerk

*Sonja K. Dickens*  
City Attorney

October 22, 2019

Delio Trasobares  
Metro Express, Inc.  
9442 NW 109th Street  
Medley, FL 33178  
[delio@metroexpresscorp.com](mailto:delio@metroexpresscorp.com)

## NOTICE OF INTENTION TO RENEW CONTRACT

**RE: ITB No. 15-16-039(A) Sidewalk Replacement and Installation**

Dear Vendor,

The City Staff is recommending approving the renewal of the above referenced contract for a one (1) year term. The same terms and conditions and pricing of the current contract will be applied to the extended contract. This is the third (3<sup>rd</sup>) renewal of four (4) renewal options.

In anticipation of the renewal of the contract with Metro Express, Inc., please sign below indicating your intention and send back to my attention within two (2) business days.

The City looks forward to working with you and your company.

*Latora Francis*  
Latora Francis, Senior Procurement Officer  
Office of Procurement Management

  
Vendor Signature

Intend to renew contract until 2/8/2021

\_\_\_\_\_  
Vendor Signature

Do not intend to renew contract until 2/8/2021

Attachment: Contract Renewal No. 3 of 4 (Sidewalk Replacement and Installation Contract - Piggyback)



**CITY OF MIAMI GARDENS  
OFFICE OF PROCUREMENT MANAGEMENT  
VENDOR PERFORMANCE EVALUATION**

Contract/ Agreement No. ITB No. 15-16-039(A)		Contract/Project Title Sidewalk Replacement/Installation - Annual
Vendor/Contractor / Consultant Name <b>Metro Express, Inc.</b>		Phone <b>786-319-7647</b>
Award Amount <b>Annual Contract</b>	Change Order/Amendments No of:	Total Cost <b>Approx 800,000.00</b>

Recommended for future contracts If other than Yes, provide detailed explanation as attachment	<u>Yes</u> No	To be completed by the Purchasing Division	Numerical
		Score	4.5
Overall Rating			
Unsatisfactory (1.0- 1.8)   Poor (1.81 - 2.59)   Fair (2.60- 3.19)   Good (3.20- 4.49)   Excellent (4.50- 5.00)			

CITY CONTACT INFORMATION	
Print Name & Title: <b>Leslie Pettit, Public Works City Engineer</b>	Telephone: <b>954-328-8487</b>
Email: <b>Lpettit@miamigardens-fl.gov</b>	Date: <b>10/28/19</b>

EVALUATION CRITERIA
This evaluation provides an indication of the vendors' ability to implement a practical, accurate, complete and cost conscious service/project. For each item, please provide a numerical score from 1 to 5, in accordance to the performance rating scale. Select N/A if the criteria does not apply to this evaluation. Reviewer comments must be entered for a rating of 1, 2 or 5.
<b>THE FOLLOWING SCALE IS USED TO RANK THE LEVEL OF CONTRIBUTIONS MADE BY THE VENDOR, CONSULTANT, CONTRACTOR TO THE CONTRACT.</b>
1 - Unsatisfactory Performance: Service/Project had multiple, significant issues which the (vendor, contractor, consultant) provided no assistance to resolve and that resulted in substantial time, poor service and cost impacts;
2 - Poor Performance: Service/Project had several issues which the (vendor contractor consultant) provided limited assistance to resolve and that resulted in significant time and cost impacts;
3- Fair Performance: Service/Project had some issues which the (vendor, contractor, consultant) pursued to resolve and that resulted in acceptable time and/or cost impacts;
4- Good Performance: Service/Project had some minor issues which the (vendor, contractor, consultant) aggressively pursued to resolve and there were minor time or cost impacts related to the contractor's performance;
5 - Excellent Performance: Service/Project had no time or cost impacts related to (vendor, contractor, consultant) performance.

	PERFORMANCE RATING SCALE (1-5)
1.) Cooperation with City staff as well as with Consultant(s)	5, Metro has quickly fixed all out of spec. sidewalks with no questions.
2.) Conformance with schedule of work progress and timeliness of completion	5, Metro installs new concrete as soon as old concrete is removed.
3.) Conformance with contract specification/drawings and other requirements listed in the contract	5, Metro install new sidewalk per ADA requirements.
4.) Quality of finished work or service and cleanup	5, Sidewalks are finished professionally.
5.) Competency of vendor superintendent, supervisors and workers	3.5, Superintendent is very good, but should improve on spoken English.
6.) Assist City staff in meeting projection/service deadlines	5, Metro provides additional crews as needed.
7.) Responsive to City staff telephone calls and request in a timely manner	5, Metro is always available and responds to City requests.
8.) Validity of claims for extra costs	5, Unit price contract, works with City in a fair manner.
9.) Quality accuracy timeliness of service, work schedule, reports, and records, etc.	5, Crews show up on time ready to work.
10.) Damage/accident/liability documentation	4
11.) Control/coordinate with City staff regarding construction or service as required in the contract.	3, Contractor can improve on the MOT during sidewalk work.
12.) Proactive participation in resolution of disputes	4
13.) Damage/accident/liability documentation	4
14.) Change Order processing (accuracy, timeliness, documentation, etc.)	N/A
15.) Did the vendor exercise adequate/effective coordination, and control of work and paperwork?	5, Yes contractor provides invoices monthly.

City staff comments: I look forward to working with Metro Express in the up coming year.

Supervisor Name: LESLIE PETTIT Signature: Leslie H. Pettit

APPROVED EVALUATION





**Metro Express, Inc.**  
**State Wide General Engineering Contractors**  
**CGCO50965- E-201301**

Licensed  
Insured  
Bonded

7.B.c

# PROPOSAL

Quote No. PA--012320-001

Date: 1/23/2020

To: City of Parkland (Public Works Department)  
6500 Parkside DR  
Parkland, FL 33067

Contact Anthony Scerbo  
Phone: 954-757-4187 Fax: 954-346-2160 email: [ascerbo@cityofparkland.org](mailto:ascerbo@cityofparkland.org)

Job: Mecca Blvd (NW 74th PL) North Side

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:

The job will include and be limited to the following:	Unit	Qty	UP	Total
Remove and Replace existing Concrete Sidewalk, 4"	SY	1,107	35.50	39,298.50
Remove and Replace existing Concrete Curb & Gutter type F	LF	100	19.00	1,900.00
Remove and Replace existing Concrete Valley Gutter	LF	100	19.00	1,900.00
Root Barrier	LF	594	18.00	10,692.00

TOTAL \$53,790.50

Prices per ITB #15-16-039A

\*\*All other jobs not listed above will be billed at additional charge.

\*\*Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc

\*\*Not responsible for area not ready, cars or any other obstacle in the area of work.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum shown above, with payment to be made within 30 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: A.F.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outline above and interest charges may be charged upon delinquent accounts.

ACCEPTED BY:

name

signature

DATE:

9390 N.W. 109th. ST – Medley, Florida 33178- Telephone: (305) 885-1330 / Fax (305) 885-1327  
An equal opportunity employer



# CERTIFICATE OF LIABILITY INSURANCE

7.B.c

DATE (MM/DD/YYYY)

9/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy  Miami FL 33133		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (305) 446-2271 FAX (A/C, No): E-MAIL ADDRESS: Certificates@kahn-carlin.com	
<b>INSURED</b> Metro Express, Inc. 9390 NW 109th Street  Medley FL 33178		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Zurich American Insurance Co 16535 INSURER B: North River Ins Co 21105 INSURER C: Bridgefield Employers Insurance Company 10335 INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: CL1991931959

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		GLO018418504	9/22/2019	9/22/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> XCU Included						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>			BAP018418404	9/22/2019	9/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$				
						\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5811109281	9/22/2019	9/22/2020	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 6,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 0		\$				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	830-38388	9/22/2019	9/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Parkland is an Additional Insured with respects to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Parkland  
Public Works Department  
6500 Parklside Dr.  
Parkland, FL 33067

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Christian/GENFLO

*M B Christian*

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ACORD 25 (2014/01)

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INS025 (201401)

Packet Pg. 126

Attachment: Quote - Meccas Blvd North Side (Sidewalk Replacement and Installation Contract - Piggyback)



## CITY OF PARKLAND

Meeting: Wednesday, February 19, 2020

## AGENDA SUMMARY

Agenda Item: 8.A

### ORDINANCE: 2020-006

First Reading

**SHORT TITLE:** Dog Park Regulations

**SUBMITTED BY:** Carole Morris

**SPONSOR:**

**MEETING GROUP:** City Commission

**ORIGIN OF REQUEST:**

### STAFF RECOMMENDATION

Staff recommends approval.

### STRATEGIC PLAN

**Strategy:** Quality of Life Experiences, Effective & Efficient Government

**Goals & Actions by Strategy:** Maintain a safe community, Continue to be a pre-eminent City for Parks & Recreation programs

### BACKGROUND & PURPOSE

In response to concerns raised regarding the rules governing the usage of the City of Parkland's dog park, known as "Barkland", City staff along with the Broward Sheriff's Office and the City Attorney have reviewed the existing City Code. As a result of this review, the following changes are being brought forth.

- The proposed ordinance defines aggressive dogs, aggressive behavior, and dangerous dogs.
- Dangerous dogs are prohibited from entering Barkland.
- Owners or handlers are responsible for removing any dog waste and placing it in the designated container for that purpose.
- Dogs exhibiting aggressive behavior must be immediately removed from Barkland.
- All dog owners or handlers must carry a leash for their dog(s) while in the Barkland. Owners or handlers must keep their dogs under visual and voice control at all times.
- Any owner or handler (and his/her dog) found in violation on two occasions within a twelve (12) month period is automatically barred from Barkland for a period of one year.
- Finally, the proposed ordinance establishes a process wherein the City Manager may, under certain conditions, prohibit a dog from re-entering Barkland for a period of up to five (5) years. Appeal of this order will be heard by the Code Enforcement Special Master.

### FISCAL IMPACT

## ORDINANCE NO. 2020-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AMENDING CITY CODE ARTICLE VII, SECTION 11-79 RELATING TO DOG PARK REGULATIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCLUSION IN THE CODE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING AN EFFECTIVE DATE.

WHEREAS, for the safety of dogs and persons enjoying Barkland, the City's dog park, the City wishes to strengthen its rules and enforcement powers at Barkland;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PARKLAND AS FOLLOWS:

**Section 1.** City Code Article VII, Section 11-79 is hereby amended to read as follows:

Sec. 11-79. - Dog park regulations.

The dog park known as "Barkland", located at 9245 Ranch Road, is an unsupervised facility, dedicated to use as a dog park, and users enter at their own risk. By entering ~~this facility~~ Barkland, dog owners expressly understand and accept that the city is not responsible for any and all damages which may be caused by their dog or other dogs. Owners and those with custody of a dog are legally responsible for their dogs, and for compliance with this ordinance, and any injury they may cause and for complying with the regulations set forth herein. ~~the following regulations while in the park:~~

1. Definitions

A. Aggressive dog: a dog that exhibits unprovoked behavior that poses a threat to humans or other animals or which causes injury to other animals or humans.

B. Aggressive behavior: unprovoked behavior by a dog that poses a threat to humans or other animals or causes injury to other animals or humans.

C. Dangerous dog: a dog defined as dangerous under Section 767.11, Florida Statutes, as amended from time to time.

D. Handler: the owner of the dog or the person with custody of the dog while the dog is in Barkland.

2. Rules of behavior. The following rules of behavior shall be enforced at Barkland. Handlers are legally responsible for the behavior of their dog and for assuring compliance with these rules.

A. Barkland is open daily from 7:30 a.m. to sunset. All persons and dogs

Formatting key: ~~Strikethrough~~ represents deleted text, and underline represents added text.

must vacate the park when it is not open.

- B. All dogs must have current rabies shots and a current rabies tag and license displayed on their collar or harness at all times. Dangerous dogs are prohibited from entering Barkland.
- C. All dog waste must be disposed of immediately and completely by placing the waste in container in Barkland labeled for such purposes.
- D. If a dog ~~becomes~~ exhibits aggressive behavior ~~or is provoking others,~~ it must be removed from the park immediately by the Handler. The Handler shall immediately comply with any directive from a Park Ranger or Broward Sheriff's Deputy with respect to a direction to remove a dog exhibiting aggressive behavior.
- E. Owners or handlers of a dog must be with the dog at all times and may bring a maximum of two (2) dogs per person per visit.
- F. Dogs must have a collar and be held by a leash when entering or exiting the park. ~~Dog owners or those with custody of a dog~~ Handlers must carry a leash for each dog in their care while in the park. All Handlers shall keep their dogs under visual and voice control at all times.
- G. Dogs that are in heat or sick are not allowed in the park.
- H. No animals other than dogs are permitted.
- I. Puppies under four (4) months of age are not permitted in the park.
- J. Children under the age of twelve (12) must be supervised by an adult at all times.
- K. If a dog digs, the owner or handler of a dog is responsible for stopping its behavior and re-filling the area.
- L. No food, treats, alcoholic beverages (soft drinks and water are allowed) strollers, bicycles, or children's toys are allowed in the dog park.
- M. Choke, prong, pinch and spike collars are not allowed in the park.
- N. Professional dog trainers are not permitted to use this facility for training.
- O. Dog pools are prohibited.
- P. Use of this facility shall be for a dog park; any other use is prohibited.
- Q. Owners and/or Handlers shall report immediately report all incidents in which his/her dog bites a human or another dog to the Broward Sheriff's Office at (954) 764-4357. Unless immediate medical attention is required for the dog or the Handler, the Handler shall wait at Barkland with the dog
- R. All dogs must be accompanied by a Handler while in Barkland.
- S. All Handlers shall be at least 16 years of age.
- T. Barkland has separately designated areas of the park for dogs of different sizes. All Handlers shall only place their dogs in the areas set aside for dogs of their size.

### 3. Enforcement, barring of dogs, and appeals.

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Dogs and their Handlers, who violate these rules are subject to removal from the park and possible suspension of the right to use the park and the Handler shall be subject to prosecution for violation of a municipal ordinance. A Handler who refuses an instruction to remove their dog from the park where such instruction is given by a Park Ranger or Broward Sheriff's Officer working in the City shall be subject to a separate prosecution for violation of this ordinance in addition to the action which caused the City to request removal of the dog.

Any Handler (and his/her dog) found in violation of this ordinance on two occasions within a twelve month period shall automatically be barred from Barkland for a period of one year.

~~The city reserves the right to refuse entry to dogs and/or their owners into Barkland for the reasons of health, safety, and prior offenses or for the comfort of all patrons and/or their pets.~~

In addition to the above, the City may take any measures necessary to protect the safety of persons and dogs from aggressive behavior at Barkland, including forcible removal of a dog which is deemed to have exhibited aggressive behavior or issuance of an order prohibiting the dog from re-entering Barkland for a period up to five years. The order shall be based upon behavior by the Handler or dog which would lead a reasonable person to conclude that continued entry of the dog into Barkland poses a threat to the health and safety of humans or other dogs.

The City Manager shall have authority to issue such orders based upon written reports from a Park Ranger or Broward Sheriff's Deputy. The order shall be in writing, state the nature of the action which is the basis of the order, including the date (or dates) of the action and shall be mailed (certified, return receipt) or hand delivered to the Handler or registered owner of the dog. A Handler may file a written appeal of such order to the Code Enforcement Special Master who shall hear the appeal after at least five days written notice to the Handler. The written appeal shall state the date, time, and nature of the incident and the grounds for the appeal. The appeal shall be heard by the Code Enforcement Special Master within 45 days of receipt by the City. The Handler and City may present witnesses and evidence at the hearing.

**Section 2.** The Whereas clauses set forth above are true and correct and incorporated herein.

**Section 3.** It is the intention of the City Commission and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Parkland, and that the sections of this ordinance may be renumbered to accomplish such intent.

**Section 4.** Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or in part thereof other than the part declared to be invalid.

**Section 5.** This ordinance shall be in full force and effect immediately upon

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its passage and adoption.

**PASSED 1<sup>ST</sup> READING THIS 19th DAY OF February, 2020.**

**ADOPTED ON 2<sup>ND</sup> READING THIS DAY OF**

**CITY OF PARKLAND, FLORIDA**

\_\_\_\_\_  
**CHRISTINE HUNSCHOFSKY**  
**MAYOR**

ATTEST:

\_\_\_\_\_  
**STEPHANIE FROHMAN, DEPUTY CITY CLERK**

Approved as to form and legality

\_\_\_\_\_  
**ANDREW MAURODIS, CITY ATTORNEY**



**CITY OF PARKLAND**

Meeting: Wednesday, February 19, 2020

**AGENDA SUMMARY**

Agenda Item: 8.B

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**DISCUSSION**

**SHORT TITLE:** City Clerk Selection

**SUBMITTED BY:** Jackie Wehmeyer

**MEETING GROUP:** City Commission

**SPONSOR:**

**ORIGIN OF REQUEST:**

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**STAFF RECOMMENDATION****STRATEGIC PLAN**

**Strategy:** Effective and Efficient Government

**Goals & Actions by Strategy:** Other

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**BACKGROUND & PURPOSE**

This agenda item is set for the City Commission to discuss the interviews held at the January 28, 2020 City Commission meeting, and select a City Clerk.

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**FISCAL IMPACT**

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