

**RFP2026-2, CITYWIDE GROUNDS MAINTENANCE & LANDSCAPE SERVICES –
GROUP C – NEIGHBORHOOD PARKS - WEST
AGREEMENT – PRIMARY CONTRACTOR**

THIS IS AN AGREEMENT ("Agreement"), dated the _____ day of _____, 20____, by and between:

CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "City")

and

SFM LANDSCAPE SERVICES, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, whose principal place of business is 5612 NW 8th Street, Margate, Florida, 33063 (hereinafter referred to as the "Contractor"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the CITY issued Request for Proposals (RFP) No. 2026-2, Citywide Grounds Maintenance & Landscape Services – Facilities & Neighborhood Parks, to obtain qualified contractors to provide comprehensive grounds maintenance and landscape services for various City-owned facilities and parks; and

WHEREAS, the Solicitation allowed for award by the following groups: Group A – Facilities || Group B – Neighborhood Parks – East | Group C Neighborhood Parks - West; and

WHEREAS, the Contractor submitted a Proposal for Group C – Neighborhood Parks - West in accordance with the requirements of RFP2026-2; and

WHEREAS, the City Commission approved the award of Group C – Neighborhood Parks - West to the Contractor as the Primary Contractor; and

WHEREAS, the Contractor has represented that it possesses the experience, personnel, equipment, financial resources, and qualifications necessary to perform the required services in accordance with the Solicitation and this Agreement; and

WHEREAS, the City desires to procure from the Contractor such [goods/services] for the City, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On May 19, 2026, the City advertised Request for Proposals No. 2026-2 seeking qualified firms to provide Citywide Grounds Maintenance & Landscape Services for Facilities and Neighborhood Parks, as more particularly described in Appendix A attached hereto. Proposals were publicly opened on June 1, 2026, and subsequently reviewed and evaluated. A Kick-Off meeting was held on July 7, 2026. The Evaluation Committee met again on July 31, 2026, to score and rank Proposers. The final rankings were given to the City Manager for review and approval. The recommendation of award was placed on the August 25, 2025, City Commission Agenda.

ARTICLE 2. ORDER OF PRECEDENCE

In the event of a conflict among the Contract Documents, the following order of precedence shall govern: 1) This Agreement, including any amendments/change orders; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) Appendix B – Pricing Proposal (including any Attachments thereto); 4) City of Cooper City Solicitation No. RFP2026-2 and all associated addenda, exhibits and attachments; 5) the Contractor’s Proposal. No click-through agreements, online terms, vendor terms, or similar provisions shall modify this Agreement unless expressly approved in writing by the CITY.

ARTICLE 3. NATURE OF THE AGREEMENT

3.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any representations or agreements, whether oral or written. It is further agreed that any oral representation or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

3.2 The Contractor shall provide the goods or services set forth in Appendix A - Scope of Services and render full and prompt cooperation with the City in all aspects of the goods or services performed hereunder.

3.3 The Contractor acknowledges this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all goods or services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent as required by this Agreement, the Contractor shall perform the same as though they were specifically mentioned, described and delineated in the Agreement.

3.4 The Contractor shall furnish all labor, materials, tools, supplies and other items required to perform the Work that is necessary for the completion of this Contract. All work shall be accomplished at the direction of the City's Project Manager and shall meet the requirements of this Agreement, Appendix A – Scope of Services, Solicitation No. RFP2026-2, applicable laws and industry standards.

3.5 The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services (Appendix A). The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. A policy change resulting in a material change to the Scope of Services (Appendix A) will be addressed via a contract modification/amendment. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

3.6 The City reserves the right to negotiate with the Contractor additions, deletions, changes or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances. Nothing contained herein shall be construed as guaranteeing any minimum amount of work. Services shall be performed only upon authorization by the CITY.

ARTICLE 4. TERM

a) The Contract shall become effective on the date identified on the first page of the Agreement and shall continue through the last day of the thirty-sixth (36th) month or August 31, 2029. The City reserves the right to exercise the option to renew this Contract for one (1), additional twelve (12) month term, subject to the written consent and agreement by both parties.

b) As an additional incentive for the Contractor's ability to consistently satisfy the City's service expectations and Performance Standards, the City may, at its sole discretion, grant an additional one (1) month extension of the Contract for each consecutive three (3) month rolling period during which the Contractor meets or exceeds the City's established Performance Standards. Any such extension shall be cumulative; however, the total aggregate extension period awarded pursuant to this provision shall not exceed twelve (12) months.

c) The CITY reserves the right to extend this Agreement for up to one hundred eighty (180) calendar days beyond the expiration date under the same terms and conditions. If exercised, the City will notify the Contractor of the extension in writing. This Contract may be extended

beyond the initial one hundred eighty (180) calendar day extension period by mutual agreement between the City and the Contractor, upon approval by the City Commission.

ARTICLE 5. NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by email or certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and City designate the following as the respective places for giving of notice:

CITY:

- a) to the Project Manager
Akin Ozaydin, Director
City of Cooper City Utilities Department
11791 SW 49th Street
Cooper City, Florida 33330
Telephone No. (954) 434-4300 x111
Email: aozaydin@coopercity.gov

and,

- b) to the Contract Manager
Tyrone White, Purchasing Manager
City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Email: Purchasing@CooperCity.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

CONTRACTOR:

SFM Landscape Services, LLC
Attn: Christian Infante, President

5612 NW 8th Street
Margate, FL 33063
Telephone No. (305) 525-9442
Email: cinfante@sfmtservices.com

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

- a) The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price of Services. The compensation for all goods or services performed under this Contract, including all costs associated with such goods or services, shall be paid in accordance with Appendix B. The City shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the Contractor.
- b) All changes or modifications to this Contract shall be approved and executed in writing by the City and the Contractor. All goods or services undertaken by the Contractor before City's approval of this Contract or after the expiration of this contract shall be at the Contractor's risk and expense.
- c) With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

ARTICLE 7. PRICING

7.1 Contract Pricing

The Contractor shall provide all services required under this Agreement in accordance with the prices set forth in Appendix B – Pricing, which is incorporated herein by reference. The pricing contained in Appendix B shall include all labor, supervision, personnel, equipment, vehicles, materials, tools, supplies, transportation, overhead, profit, insurance, permits, taxes (except those from which the City is exempt), mobilization, demobilization, and all other costs necessary to fully perform the Work required under this Agreement.

Pricing established/adjusted under this Agreement shall remain fixed and firm for a period of twelve (12) months following the Effective Date of this Agreement/date of adjustment. Under no circumstances shall the Contractor assess or invoice the City for deposits, administrative fees, fuel surcharges, environmental fees, delivery charges, or any other fee not expressly identified in Appendix B or otherwise authorized by a written Contract Amendment.

7.2 Price Adjustments

The Contractor or the City may request an adjustment to the Contract pricing after the initial twelve (12) month period. The Contractor shall request an adjustment to the Contract pricing by

submitting a written request to the City's Purchasing Division no more than ninety (90) calendar days prior to each anniversary date of the Agreement. Price adjustments will be based on the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) series ID listed below, for each line item:

CUUSS35BSAG : *Other goods and services in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted*

Price increases shall not exceed five percent (5%). The Bureau of Labor Statistics information can be found at <https://www.bls.gov/data/>.

Approval of any requested price adjustment shall be solely at the discretion of the City and shall not become effective unless approved in writing through a Contract Amendment executed by both Parties. Any approved price adjustment shall remain fixed and firm for a minimum of twelve (12) months following its effective date.

7.3 Calculation of Price Adjustments

Price adjustments will be calculated using the formula in the table below:

Index Point Change	
Final Demand Price Index (Jun 2025)	493.491
Less: Previous Index (Jun 2024)	474.401
Equals: Index Point Change	19.09
Index Percent Change	
Index Point Change	19.09
Divided: By The Previous Index (Jun 2024)	474.401
Equals:	0.040240
Multiplied by 100 (to obtain percent)	4.024022
<u>Index Percent Change</u>	4.02%

***the table above is an example of how to calculate the 12-month percent change from June 2024 to June 2025 using the Bureau of Labor Statistics CPI series id: *CUUSS35BSAG*.

7.4 Additional Services

The City reserves the right to request pricing for additional goods or services that are substantially similar to those included within this Agreement but are not specifically identified in Appendix B.

Upon written request from the City, the Contractor shall submit a written quotation identifying the proposed scope, schedule, and pricing. If accepted by the City, such additional goods or services shall be incorporated into this Agreement through a written Contract Amendment or Change Order.

7.5 Addition/Deletion/Modification of Line Items

The City reserves the right to add, delete, or modify Contract line items during the term of this Agreement. Any such modification shall be accomplished by written Contract Amendment executed by both Parties.

ARTICLE 8. COMPENSATION AND METHOD OF PAYMENT

Contractor shall invoice the City monthly for goods or services provided. The price for such goods or services shall be calculated in accordance with Appendix B - Pricing. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills, or other documents reasonably required by the City.

Each invoice shall include at a minimum:

- City Purchase Order Number
- City's Contract Number
- Unique Invoice Number
- Date of Invoice
- Date(s) of Service(s)
- Detailed Description of Goods and/or Services Provided
- Amount Due
- Supporting Documentation

Invoices received that do not contain the information listed above may be rejected. Payments will be made in accordance with Section 218.74 of the Florida Statutes; the time at which payment shall be due from the City shall be forty-five (45) calendar days from receipt of a proper invoice. A "proper invoice" is an invoice that conforms with all statutory requirements and all requirements specified by the City.

Invoices and associated back-up documentation shall be submitted using the fol

Electronically: accountspayable@coopercity.gov

Hard Copy: City of Cooper City, Accounts Payable Division

9090 SW 50th Place,
Cooper City, FL 33328

The City may at any time designate a different email address, address or contact person by giving written notice to the Contractor.

ARTICLE 9. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

City or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Appendix "A", to be provided under this Agreement. These changes will affect the compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the City, and must be contained in a written amendment/change order, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

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

ARTICLE 11. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, or endorsements required herein protect the interests of the City, and these coverages, limits, or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$250,000 per person and \$500,000 per occurrence; and Bodily Injury, Property Damage, and Personal and Advertising Injury \$250,000 per occurrence and \$500,000 in the aggregate; or combined single-limit coverage: \$500,000 in the aggregate.
- \$250,000 per person and \$500,000 per occurrence for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors. The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$200,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- A. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- B. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- D. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- E. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- F. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- G. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

H. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Cooper City – Risk Management Office
9090 SW 50th Place
Cooper City, FL 33328-4227

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Throughout the term of this Agreement, the Contractor shall maintain all insurance coverages required by this Agreement, the Solicitation, and applicable law. Failure to maintain the required insurance, endorsements, or certificates of insurance shall constitute a material breach of this Agreement. The Contractor shall immediately notify the City of any lapse, cancellation, reduction in coverage, or material modification to any required policy.

ARTICLE 12. INDEPENDENT CONTRACTOR / CONSULTANT

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

ARTICLE 13. SERVICES AND RESPONSIBILITIES/MANNER OF PERFORMANCE

13.1 General

The Contractor shall provide all labor, supervision, management, personnel, materials, fertilizers, chemicals, equipment, tools, transportation, fuel, supplies, uniforms, personal protective equipment, and incidentals necessary to perform the Work described in Appendix A. The City shall be entitled to satisfactory performance of all goods or services described herein and to full and prompt cooperation by the Contractor in all aspects of the goods or services. The Contractor shall not utilize the services of any subcontractor without the prior written approval of City. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances and regulations that are applicable to the performance of this Agreement.

13.2 Services

The Contractor shall perform all services necessary to maintain the facilities assigned to Group C – Neighborhood Parks - West of Solicitation No. RFP 2026-2, including all landscaped areas, lawns, shrubs, hedges, ornamental plants, trees, palms, irrigation-related maintenance within the Contractor's responsibilities, litter removal associated with landscape maintenance, and all other work identified within Appendix A. The Contractor shall comply with all response times established within Appendix A. Emergency requests shall receive priority over routine maintenance.

Routine maintenance shall be performed only during approved working hours unless otherwise authorized. The City reserves the right to modify work schedules during holidays, special events, emergencies, weather events and/or construction projects.

13.3 Service Standards

Contractor hereby represents to City, with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the

professional expertise, experience and manpower to the goods or services to be provided by Contractor pursuant to the terms of this Agreement.

All work shall be performed in accordance with accepted commercial landscape maintenance practices, all manufacturers' recommendations, properly maintained equipment, in compliance with all applicable federal, state, county and local regulations, Occupational Safety and Health Administration (OSHA) requirements and with all applicable Florida Department of Agriculture & Consumer Services (FDACS) requirements. The Contractor shall maintain all properties in a neat, healthy, safe and attractive condition throughout the Contract Term.

13.4 Performance Standards

The Contractor shall perform all services in accordance with the performance standards established by this Agreement and Appendix A. The City shall monitor Contractor performance through routine inspections. Inspection results may be documented through written reports, photographs, electronic inspection systems and/or deficiency notices. Inspection records shall become part of the Contract file. The City may conduct announced or unannounced inspections at any time.

Whenever the City determines services have not been performed satisfactorily, the Project Manager may issue a written Deficiency Notice describing the corrective action required. Unless otherwise specified by the City, deficiencies shall be corrected within the time specified in the Deficiency Notice.

The City may reinspect corrected work to verify compliance. The City reserves the right to reduce payments for services not satisfactorily performed. Repeated failure to maintain the required performance standards may constitute an Event of Default.

Where specifically provided elsewhere in this Agreement, the City may assess liquidated damages for failure to perform within required timeframes. Assessment of liquidated damages shall not preclude the City from exercising any additional contractual remedies.

13.5 Personnel

The Contractor shall employ, maintain and assign a sufficient number of competent and qualified employees and other personnel to provide the goods and/or services required under this Agreement. The Contractor shall maintain an adequate number of qualified employees to perform the Work without interruption. The City shall not be responsible for delays resulting from inadequate staffing.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and license as necessary to perform the Services described herein, in a competent and professional manner.

The Contractor shall adjust its personnel staffing levels or replace any personnel upon written request from the City. The City may require the removal of any employee whose conduct is determined to be unacceptable. At the request of the City, the Contractor shall promptly remove

from the project any Contractor's employee, subcontractor, or any other person providing goods or services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor. The City has the final determination regarding whether the Contractor's personnel staffing is inappropriate or if any individual is not performing in a manner consistent with the requirements this Agreement.

The Contractor has designated a Project Manager and a Field Supervisor. The Field Supervisor shall be responsible for the daily administration of this Contract. Requests to change the designated Project Manager or Field Supervisor shall be submitted to the City in writing.

13.6 Supervision

The Contractor's Field Supervisor shall be available during all scheduled work. The Field Supervisor shall have authority to direct crews, receive instructions, resolve deficiencies, and/or respond to emergencies.

13.7 Licenses

The Contractor shall maintain active and valid licenses as required by Solicitation No. RFP 2026-2 throughout the Contract Term. Failure by the Contractor to maintain any required license shall constitute a material breach of this Contract.

13.8 Uniforms

All employees shall wear uniforms bearing the Contractor's name, wear proper safety equipment and display company identification upon request.

13.9 Background Checks

The Contractor shall ensure that all personnel assigned to City facilities are suitable to work in public environments. The City reserves the right to require removal of any employee for security, safety or operational reasons.

13.9 Equipment

All equipment shall be commercially maintained, operated safely, minimize excessive noise, and comply with all applicable environmental regulations. Equipment leaking oil, fuel or hydraulic fluids shall immediately be removed from service.

13.10 Protection of Property

The Contractor shall protect irrigation systems, sidewalks, curbing, utilities, structures, signs, monuments, fencing, playground equipment, athletic facilities, trees, existing landscaping and property (real & tangible). Any damage caused by the Contractor shall be repaired at no cost to the City.

13.11 Chemicals

Only products registered for their intended use shall be utilized. Application shall comply with manufacturer's recommendations, EPA requirements, FDACS regulations and label directions. Certified personnel shall perform all pesticide applications.

13.12 Workmanship & Cleanup

All services shall be performed in a professional manner. Unsatisfactory work shall be corrected immediately upon notice from the City. Upon completion of each visit, the Contractor shall remove all grass clippings, leaves, branches, litter created during maintenance, and excess debris. Hard surfaces shall be left clean.

13.13 Transition Services

Upon expiration or termination of this Agreement, the Contractor shall cooperate fully with the City and any successor contractor to ensure an orderly transition of services. Such cooperation shall include the transfer of records, schedules, site information, maintenance histories, and any other documents reasonably requested by the City.

13.14 Additional & Emergency Services

The Contractor may be requested to perform additional landscape services not included within the routine maintenance requirements. Additional services shall only be performed upon written authorization by the City.

The Contractor shall provide emergency response services when requested by the City. Emergency work may include storm cleanup, fallen trees, hazardous limbs, emergency debris removal, and/or other emergency landscape-related services. Emergency services shall be performed in accordance with the pricing established in Appendix B unless otherwise approved by the City.

ARTICLE 14. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the City. The Contractor shall supply competent employees. City of Cooper City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

ARTICLE 15. AUTHORITY OF THE CITY'S PROJECT MANAGER

15.1 The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

15.2 The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of where the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

15.3 The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

15.4 In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within ten (10) days of the occurrence, event or act out of which the dispute arises.

15.5 The City Manager may base this decision on such assistance as may be desirable including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The City Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provision of this Article.

ARTICLE 16. MUTUAL OBLIGATIONS

This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity obligation on the Contractor, the City may at its expense elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/RECORD KEEPING

a) The Contractor shall maintain and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. RECORDS

Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of five (5) years after the expiration of this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by City of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least fourteen (14) business days prior to effecting such substitution.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

20.1 If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents and employees as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor. The Contractor shall remain fully responsible for all work performed by subcontractors. Subcontracting shall not relieve the Contractor of any obligation under this Agreement.

20.2 The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed Subcontractor, the portion of the goods or services which the Subcontractor is to do, the place of business of such Subcontractor and such other information as the City may require. The City will have the right to require the Contractor not to award a subcontract to a person, firm or corporation disapproved by the City.

20.3 Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the goods or services performed. Such goods or services performed by such Subcontractor will strictly comply with the requirements of this Contract.

20.4 In order to qualify as a Subcontractor satisfactory to the City, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience and ample financial resources to provide the goods or services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

20.5 The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the City's and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. With each such subcontract, there shall be a clause for the benefit of the City in the event the City finds the Contractor in breach of this Contract, permitting the City to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the City to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTIONS, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the City makes no representations or guarantees; and the City shall not be responsible for the accuracy of the assumptions presented; and the City shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

The Contractor acknowledges that estimated quantities, property sizes, service frequencies, and anticipated workloads contained in the Solicitation were provided solely for proposal evaluation purposes. Actual quantities and service requirements may vary throughout the Contract Term. The Contractor has independently evaluated the work required and agrees that no adjustment in Contract pricing shall be made solely because actual conditions differ from estimated quantities unless expressly authorized by written amendment executed by the City.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

23.1 This Agreement may be terminated for cause by the City for reasons including, but not limited to: (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 24), or (ii) Contractor attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement. During any dispute, suspension, or pending modification, the Contractor shall continue performing all non-disputed services unless otherwise directed by the City.

23.2 Default by Contractor: This Agreement may also be terminated for convenience by the City. Termination for convenience is effective on the termination date stated in the written notice provided by the City.

23.3 Termination for Convenience: If City terminates this Agreement for cause under Article 23 above, the City may, at its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

23.4 Termination for Unappropriated Funds: The CITY reserves the right, in its best interest as determined by the CITY, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the CONTRACTOR at least thirty (30) days prior to the effective date of such cancellation. The obligation of the CITY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

23.5 Suspension of Services: The City may suspend all or part of the Work whenever it determines such suspension is in the City's best interest. The Contractor shall immediately cease the affected work upon written direction of the Project Manager.

23.6 The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Sec. 2-266 of Cooper City Procurement Code.

23.6 In the event that the City exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

- i. stop Work on the date specified in the notice (the “Effective Termination Date”);
- ii. take such action as may be necessary for the protection and preservation of the City’s materials and property;
- iii. cancel orders;
- iv. assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the City under this Agreement; and
- vi. reimburse the City a proration of any prepayments, if any.

23.7 In the event that the City exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

23.8 In the event the Contractor fails to cure an Event of Default timely, the City may terminate this Agreement, and the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

24.1 An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

- i. the Contractor has not delivered Deliverables or Services on a timely basis;
- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor’s creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor’s affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the City where required by this Agreement;
- vi. the Contractor has failed to provide “adequate assurances” as required under subsection b) below;
- vii. the Contractor has failed in the representation of any warranties stated herein.

24.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the City may request that the Contractor, within the timeframe set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed timeframe, the City may:

- i. treat such failure as a repudiation or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- iii. require the CONTRACTOR to pay all attorneys' fees and court costs incurred by CITY defending any suit or action arising from this Agreement, including any costs incurred to collect any liquidated damages.
- iv. may procure the required goods and/or services from any source and use any method deemed in its best interest, with all re-procurement costs being borne by the terminated CONTRACTOR. The CONTRACTOR shall be responsible for all other direct damages incurred by the City arising out of the breach.
- v. retain any bonds issued with the proposal, if applicable.

ARTICLE 25. NOTICE OF DEFAULT – OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the City, the City shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the City prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

Nothing contained herein shall prevent the City from immediately correcting conditions that pose an immediate threat to public safety or the preservation of City property. Costs incurred by the City to perform such emergency corrective work may be deducted from monies otherwise due to the Contractor.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

26.1 If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

- i. lost revenues;

- ii. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
- iii. such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

26.2 In addition to all remedies available under this Agreement or applicable law, the City may:

- i. issue written Deficiency Notices;
- ii. require re-performance of deficient work at no additional cost;
- iii. reduce payment for services not performed;
- iv. assess liquidated damages where applicable;
- v. obtain replacement services from another contractor and deduct all associated costs from payments otherwise due;
- vi. suspend issuance of additional work assignments;
- vii. terminate the Agreement for cause.

The remedies provided herein are cumulative and not exclusive.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

27.1 The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

27.2 The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

27.3 The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.

27.4 In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the City's option, (i) modify, or require that the applicable Subcontractor or

supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

27.5 The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

28.1 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

28.2 The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

28.3 In the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

30.1 The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the goods or services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights. All Developed Works shall become the property of the City.

30.2 Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works

may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

30.3 Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- f) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- g) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

- h) Any other laws prohibiting wage rate discrimination based on sex.
- i) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- j) Executive Order 12549 “Debarment and Suspension”, which stipulates that no contract(s) are “to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs”.

The Contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, or fines imposed on the City or Contractor for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 33. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
- ii. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any

reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the City; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the City.

The Contractor shall not use photographs, videos, drone footage, City logos, facility names, or references to the City in advertising, promotional materials, websites, or social media without the City's prior written consent.

ARTICLE 35. BANKRUPTCY

The City may terminate this Contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 36. VENUE/GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. All agents, employees and subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility. The venue for actions arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 37. PUBLIC RECORDS

37.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

37.1.1 Keep and maintain public records required by the City to perform the service;

37.1.2 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 Chapter 119, Fla. Stat., or as otherwise provided by law;

37.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such

confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the City; and

- 37.1.4 Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession. All records stored electronically by the Contractor 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.

37.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which the City may terminate the Agreement.

**IF CONSULTANT HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES,
TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**[City Clerk Name]
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328
(954) 434-4300
PRR@COOPERCITY.GOV**

ARTICLE 38. FORCE MAJEURE (UNCONTROLLABLE CIRCUMSTANCES)

"Force Majeure," under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics or pandemic, adverse governmental conditions or conduct of third parties.

Neither the City nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon

receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to City operations. The City maintains the right to terminate the Contract for convenience or obtain the goods or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 39. SCRUTINIZED COMPANIES — 287.135 AND 215.473

Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause 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 any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 40. E-VERIFY

a) Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the

Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 41. OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

ARTICLE 42. ASSIGNMENTS; AMENDMENTS

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires City approval. No merger, acquisition, change in ownership, or sale of substantially all Contractor assets affecting this Agreement shall occur without prior written approval of the City. This Agreement shall run to the benefit of City and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 43. NO CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 44. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 45. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 46. APPENDIXES/EXHIBITS

The Appendixes and Exhibits referenced herein are attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 47. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 48. LEGAL REPRESENTATION

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

ARTICLE 49. COUNTERPARTS AND EXECUTION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 50. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the City when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 51. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

Pursuant to Section 287.138, Florida Statutes ("F.S."), entities submitting a bid, proposal, quote or other response, or otherwise entering into a contract with a governmental entity are required to affirm by way of an Affidavit that the entity is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the entity is owned by a government of a foreign country of concern; b) a

government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. This Agreement shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 52. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews: The City has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the City deems it appropriate to do so. Upon written notice from the City, the CONTRACTOR shall make available to the IPSIG retained by the City, all requested records and documentation pertaining to any Agreement entered into for inspection and reproduction. The City shall be responsible for the payment of these IPSIG services, and under no circumstance shall the selected proposer's prices and any changes thereto approved by the City, be inclusive of any charges relating to these IPSIG services.

Cooperation Broward County Office of Inspector General (OIG):

(a) Oversight Authority. The Proposer understands and accepts that the Broward County Office of Inspector General ("OIG"), established pursuant to Section 10.01 of the Broward County Charter, has the independent authority to review, audit, and investigate how governmental agreements are performed and how contractors, vendors, and entities are paid using public funds. The CONTRACTOR acknowledges that this authority extends to the municipal functions, public records, and contract operations of the City of Cooper City ("City").

(b) Obligation to Cooperate. The CONTRACTOR agrees to fully cooperate with the OIG in any audit, inquiry, inspection, or investigation conducted by the OIG regarding this Agreement, the performance of services hereunder, or the utilization of public funds related to this Agreement.

(c) Access to Records and Personnel. In connection with any OIG investigation, audit, or review, the CONTRACTOR shall make available to the OIG all records, books, data, communications, electronic files, invoices, and documents requested. The CONTRACTOR shall also grant OIG staff reasonable access to its personnel, facilities, and subcontractors during regular business hours.

(d) Subcontractor Requirements. The CONTRACTOR agrees to incorporate the substance of this entire clause into all subcontracts executed for the performance of work or the provision of goods under this Agreement. The failure of any subcontractor to comply with this requirement shall constitute a material breach of this Agreement by the CONTRACTOR.

(e) Enforcement and Sanctions. Pursuant to the Broward County Charter, the OIG is empowered to subpoena witnesses, administer oaths, and compel the production of records. A failure or refusal by the CONTRACTOR to comply with the mandates of this clause may result in the immediate suspension or termination of this Agreement for cause by the City, the withholding of contract payments by the City, or potential debarment from future City contract awards.

ARTICLE 53. NON-EXCLUSIVE

Contractor understands that the contract shall is a non-exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option, to include the Secondary Contractor, Tertiary Contractor, another awarded Contractor under RFP2026-2, cooperative contract, emergency procurement, or any other procurement method authorized by law whenever the City determines such action is in its best interest.. Nothing contained within this Agreement shall guarantee the Contractor any minimum quantity of work.

ARTICLE 54. VENDOR REGISTRATION

The CONTRACTOR shall be fully registered and approved as a vendor with the CITY prior to commencing any work, providing any goods or services, receiving any Purchase Order or Notice to Proceed, or otherwise conducting business with the CITY under this Contract. The CONTRACTOR shall timely complete all vendor registration requirements established by the CITY and shall provide all forms, documentation, certifications, tax information, insurance information, and other information required to obtain and maintain an active and approved vendor status.

The CONTRACTOR shall be responsible for ensuring that all information submitted as part of the vendor registration process is complete, accurate, and current throughout the term of the Contract. The CONTRACTOR shall promptly provide any additional information or documentation requested by the City that is necessary to complete, verify, update, or maintain its vendor registration and approval.

Execution or award of this Contract does not constitute or guarantee approval of the CONTRACTOR's vendor registration. The CONTRACTOR shall not perform any work, provide any goods or services, or incur any costs for which it expects payment from the CITY until the CONTRACTOR has been fully registered and approved by the CITY and has received written authorization to proceed, when applicable.

Failure of the CONTRACTOR to timely complete the CITY's vendor registration process or obtain and maintain approved vendor status shall constitute grounds for the CITY to suspend performance, withhold the issuance of a Purchase Order or Notice to Proceed, withhold payment to the extent permitted by law, or terminate this Contract, in whole or in part, without liability to the CITY. Unless otherwise determined by the CITY, the CONTRACTOR shall complete all vendor registration requirements within the timeframe established by the CITY following notice of award or execution of the Contract.

The CITY may, in its sole discretion, provide the CONTRACTOR an opportunity to cure any deficiency in its vendor registration. Nothing herein shall obligate the CITY to extend any deadline, authorize performance before vendor approval, or waive any registration requirement.

ARTICLE 55. ADDITIONAL SERVICES, MODIFICATIONS AND CHANGES TO SCOPE

Although this Contract is primarily intended for goods and/or services identified in the Solicitation, the City may require the Contractor to provide the same or similar services to other City departments, facilities, locations or operations. The Contractor agrees to provide such services, provided the requested services are within the general scope of the Contract and do not impose an unreasonable or undue burden on the Contractor.

The City reserves the right to add, delete, reduce, or modify any portion of the goods and/or services. The Contractor shall be compensated only for authorized Work or Services satisfactorily performed and accepted by the City. The Contractor shall not be entitled to anticipated profits or other compensation for Work or Services deleted, reduced, or not authorized.

The City may request additional items or services of the same or similar nature that are not specifically identified in the Contract. The Contractor shall provide a written proposal, including applicable scope, schedule, and pricing, for the City's approval. If the parties cannot agree upon the terms or pricing, the City may procure the items or services from another source without affecting the remainder of this Contract. Additional Services shall only be performed following written authorization from the City.

Any modification to an authorized task, project, or assignment that affects the scope, schedule, or budget must be approved in writing by the City before the Contractor proceeds. The Contractor shall not be entitled to compensation for additional or modified Work or Services performed without prior written authorization from the City.

ARTICLE 56. PROPERTY / DAMAGE TO PROPERTY

56.1 City Responsibility: All property owned by the City and furnished to the Contractor for repair, modification, study, use, or any other purpose shall remain the property of the City. The Contractor shall be responsible for the care, custody, and protection of such property while in its possession, control, or in transit.

56.2 Contractor Responsibility: The Contractor shall be responsible for any loss or damage to City-owned property occurring while in its possession or control, or during transportation by or on behalf of the Contractor. The Contractor shall immediately notify the Project Manager of any damage occurring during performance. If any City-owned property is destroyed or declared a total loss, the Contractor shall be responsible for the replacement value of the property at its then-current market value, less applicable depreciation, if any. Repairs shall be completed within the timeframe established by the City.

56.3 Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around Cooper City. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

ARTICLE 57. MARKET VOLATILITY / EQUITABLE ADJUSTMENT

The City may, in its sole discretion, approve an equitable adjustment to the Contract terms, conditions, and/or pricing when pricing or availability is materially affected by extreme or unforeseen market volatility, provided that: (1) the volatility is caused by circumstances beyond the Contractor's control; (2) the volatility affects the applicable market or industry and is not limited to the Contractor's particular source of supply; (3) the impact on pricing or availability is substantial; and (4) continued performance without adjustment would result in a substantial loss to the Contractor.

Any request for an equitable adjustment must be supported by clear and verifiable documentation demonstrating the basis and extent of the requested adjustment. No adjustment shall be effective unless approved in writing by the City's Purchasing Division. The City shall have no obligation to approve any requested adjustment.

ARTICLE 58. RECORDS RETENTION & AUDITS

The Contractor shall maintain, and shall require its subcontractors to maintain, complete and accurate books, records, accounts, supporting documents, and other information necessary to document all charges, expenses, costs, and activities related to this Contract. Such records shall be maintained in accordance with generally accepted accounting practices and standards and shall be kept in written form or in a form capable of being converted into written form within a reasonable time.

The City and its authorized representatives and designees shall have the right to examine, inspect, reproduce, and audit any books, records, accounts, and supporting documentation related to this Contract. Upon request, the Contractor and its subcontractors shall make such records available to the City at no cost and at reasonable times and locations designated by the City.

The Contractor shall retain records for the period required by Chapter 119, Florida Statutes, if applicable, or for a minimum of five (5) years following completion or termination of this Contract, whichever is longer. The City may conduct financial, operational, performance, and compliance audits at any reasonable time during the Contract and for five (5) years following final payment.

If an audit, claim, investigation, or other matter involving such records remains unresolved at the end of the applicable retention period, the records shall be retained until final resolution.

Any incomplete, inaccurate, or unsupported charge or entry may constitute a basis for the City to disallow or recover the applicable payment. The Contractor shall include requirements consistent with this Section in all subcontracts entered into in connection with this Contract.

ARTICLE 59. LIQUIDATED DAMAGES

The Contractor shall maintain, and shall require its subcontractors to maintain, complete and accurate books, records, accounts, supporting documents, and other information necessary to document all charges, expenses, costs, and activities related to this Contract. Such records shall be maintained in accordance with generally accepted accounting practices and standards and shall be kept in written form or in a form capable of being converted into written form within a reasonable time.

ARTICLE 60. BONDING REQUIREMENTS

60.1 Performance Bond Required

Within fifteen (15) calendar days following execution of this Agreement by all Parties, the Contractor shall furnish and maintain Performance Security in an amount equal to one (1) month of the established Contract billing, as security for the faithful performance of all obligations under this Agreement. The Performance Security shall remain in full force and effect throughout the term of this Agreement, including any renewal or extension thereof, unless otherwise authorized in writing by the City.

The Performance Security shall be provided in accordance with the requirements of Section 255.05, Florida Statutes, Section 287.0935, Florida Statutes, where applicable, the City of Cooper City Code of Ordinances, Section 2-259, and all other applicable laws, as may be amended from time to time.

60.2 Acceptable Forms of Performance Security

The Performance Security shall be provided in one (1) of the following forms, subject to the City's review and approval:

- a. Cashier's Check. A cashier's check made payable to the City of Cooper City in the required amount. The Contractor acknowledges and agrees that any cashier's check furnished as Performance Security shall be deposited by the City into an escrow account and retained by the City for the duration of the Agreement or until released in accordance with this Article.
- b. Performance Bond. A Performance Bond issued by a surety company authorized and licensed to conduct business in the State of Florida, in a form acceptable to the City and in compliance with all applicable provisions of Florida law.
- c. Irrevocable Letter of Credit. An irrevocable standby Letter of Credit issued by a financial institution located in Broward County, Florida, in the required amount and in a form acceptable to the City. The Letter of Credit shall expressly provide that it is irrevocable and shall not be amended, modified, canceled, or allowed to expire without the City's prior written consent. The Letter of Credit shall authorize the City to draw upon it by providing written notice to the issuing financial institution, with a copy simultaneously provided to the Contractor.

60.3 Failure to Provide Performance Security

Failure of the Contractor to furnish the required Performance Security within the time prescribed herein shall constitute a material breach of this Agreement and may, at the City's sole discretion, result in termination of this Agreement, forfeiture of any award, or such other remedies as may be available under this Agreement or applicable law.

60.4 Maintenance of Performance Security

The Contractor shall ensure that the required Performance Security remains continuously valid and enforceable throughout the term of this Agreement. Should the Performance Security expire, be canceled, reduced, or otherwise become invalid during the term of this Agreement, the Contractor shall provide replacement Performance Security meeting the requirements of this Article no later than ten (10) calendar days prior to the expiration or cancellation of the existing security. Failure to maintain the required Performance Security shall constitute a material breach of this Agreement.

60.5 Release of Performance Security

Provided the Contractor has fully performed all obligations under this Agreement, has satisfied all warranty obligations, and no claims, defaults, or disputes remain outstanding, the City shall release the Performance Security within a reasonable time following final completion or termination of this Agreement, as applicable.

END OF SECTION

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY

Date: _____

CITY MAYOR

CITY MANAGER

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

CITY ATTORNEY

CITY CLERK

SFM LANDSCAPE SERVICES, LLC

Date: August 19th, 2026

By:

Christian Infante

NAME

Manager

TITLE

WITNESSED BY

ADDRESS: SFM Landscape Services, LLC.
7500 NW 74 Avenue
Medley, FL 33166

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Christian Infante, as Manager of **SFM Landscape Services, LLC**, and acknowledged that he/she has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Christian Infante, as Manager of **SFM Landscape Services, LLC**, and who is personally known to me or has produced n/a as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 19th day of August, 2026



NOTARY PUBLIC

Vanezza D. Rivera

Print or Type Name:

My Commission Expires: 03/23/2027

APPENDIX A - SCOPE OF SERVICES
RFP2026-2, CITYWIDE GROUNDS MAINTENANCE & LANDSCAPE SERVICES
GROUP C – NEIGHBORHOOD PARKS WEST

SECTION 1 – PURPOSE

This Appendix establishes the Scope of Services to be performed by the Contractor under this Agreement. The Contractor shall furnish all supervision, labor, personnel, equipment, vehicles, machinery, tools, materials, supplies, transportation, fuel, fertilizers, herbicides, incidentals, administrative support, and all other resources necessary to perform comprehensive grounds maintenance and landscape services for the City's Group C – Neighborhood Parks West in accordance with the Agreement.

The Contractor shall provide all services necessary to maintain the City's facilities in a consistently attractive, clean, orderly, healthy, safe, and professionally maintained condition throughout the Contract Term.

Except where specifically identified as City-furnished, the Contractor shall provide all materials necessary for the performance of the Work.

The services described herein establish the minimum requirements of the Agreement. The Contractor shall perform all additional incidental work reasonably necessary to accomplish the intended purpose of the Contract without additional compensation unless specifically authorized by the City through a written Contract Modification.

SECTION 2 – LOCATIONS: GROUP C – NEIGHBORHOOD PARKS WEST

The Contractor shall furnish complete grounds maintenance and landscape services at the following locations:

	Location:	Address:	Est. Square Feet:
1	Flamingo West Park	6201 S Flamingo Road, Cooper City. FL 33330	348,703
2	Forest Lake Park	5700 SW 113 th Avenue, Cooper City. FL 33330	309,853
3	Forest Lake Park Jr.	5926 SW 112 th Drive, Cooper City. FL 33330	25,877
4	Michael D. Riordan "City Mike" Park	5300 SW 122nd Ave, Cooper City, FL 33330	604,928
5	Natalie's Cove Park	12107 Natalie's Cove Road, Cooper City. FL 33330	23,666
6	Poinciana Park	11601 SW 59 th Street, Cooper City. FL 33330	32,995

7	Tamarind Park	5475 SW 115 th Avenue, Cooper City, FL 33330	210,246
			Total: 1,556,268

The City reserves the right to add, delete, or modify locations/facilities assigned to Group C during the term of this Agreement. Any adjustment in compensation resulting from such changes shall be accomplished through a written Contract Modification.

Nothing contained herein shall be construed as guaranteeing any minimum quantity of work, acreage, square footage, or number of locations.

SECTION 3 – GENERAL SCOPE OF SERVICES

The scope of work includes, but is not limited to, mowing, string trimming, edging, blowing, litter and debris removal, weed and vine removal, pruning, plant maintenance, herbicide application, fertilizer application, mulch installation, and pest/disease identification and reporting. Services shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other administrative management functions required to optimize services and support, in compliance with the terms of the Agreement.

The Contractors shall perform all services in a professional and workmanlike manner, acceptable to the City, and shall maintain the facilities in a consistently attractive, clean, orderly, organized, safe condition and in accordance with this Agreement, throughout the term of the contract.

SECTION 4 – GROUNDS MAINTENANCE SERVICES

4.1 Mowing

The Contractor shall properly maintain grass and vegetation providing a pleasing appearance and proper ground cover for recreational areas, essential elements of a healthy community. All turf must remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the City's designee, at no additional cost to the City. The Contractor shall address leaves on the ground at the time of mowing, and the associated cost must be included in the cost of the service. Contractor's Grounds Maintenance Plan must include the grass cutting and mowing schedule, including the minimum number of mowing cuts listed within the Agreement. The standards for mowing are:

- a. Upon arriving at a job site, the Contractor shall inspect the area and remove all litter, including litter bags from garbage cans, glass, metal, rocks, or other debris subject to becoming a projectile if engaged by a mower.
- b. Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass. Contractor

shall remove all grass clippings from the mowed area and those areas adjacent to those mowed, including but not limited to plant beds, walkways, curbs, driveways, roadways, buildings, fences, etc., immediately after each mowing.

- c. Contractor shall utilize rotary mowers on St. Augustine.
- d. Turf Height Standards:
 - i. Winter Months (November 1st – February 28th): 4 inches
 - ii. Summer Months (March 1st - October 31st): 3.5 Inches
- e. Mowers shall be set at 3-4 inches, depending on the time of year, unless otherwise designated by the City. All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- f. All mower blades shall be sharp enough to cut, rather than to tear grass blades.
- g. Mowing shall be done carefully so as not to nick or damage trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, pump houses, curbs and/or all other City property. Should any of the above-listed damage occur, the Contractor shall be held financially responsible for replacement or repair.
- h. Mowing shall not be done when the weather or conditions will result in damaged turf. Contractor shall notify the City's designee when such conditions exist and coordinate rescheduling of the service. Areas not serviced due to wet conditions, standing water, flooding, or other adverse site conditions shall be serviced as soon as conditions permit, as approved by the City's designee. This may require the Contractor to utilize alternative methods and/or equipment to perform the Work. For example, string trimmers may be required in areas that are normally maintained with mowing equipment. Failure to perform mowing services in accordance with the requirements of this Agreement and the applicable Performance Standards may result in the assessment of payment reductions. Any deviation from the required service schedule must be approved in writing by the City's designee.

4.2 String Trimming

- 4.2.1 String trimming must be performed concurrently (same day) as mowing. Trimming may be accomplished by nylon "fish line" cutting machines. Grass will be trimmed at the same height as the adjacent mowed turf. Trimmings must be removed or raked out from around all obstacles in the turf, such as posts, trees, walls, and signs, etc. Care must be taken not to nick or damage trunks of trees

and shrubs, fencing, fence posts, poles, dog park amenities, plastic playground borders, and other fixed objects with the string trimmer.

- 4.2.2 Trimming around trees should be done to leave a neat tree ring appearance. Trees or shrubs damaged because of line trimming must be replaced or repaired by the Contractor. Vegetation replacement must occur within seven (7) days of notice of damage. Contractor is responsible for repairing or replacing damage to fixed objects, including chipped paint due to string trimming.
- 4.2.3 SPECIAL NOTE: Berms and narrow areas shall not be trimmed with a string trimmer. A small trim mower shall be used.

4.3 Edging

- 4.3.1 Mechanical edging of all turf edges shall be done during each service. Sidewalks, driveways, curbs, and other concrete, asphalt edges must be edged concurrently (same day) with each mowing cycle. Edging heights must match surrounding area turf heights and must be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting.
- 4.3.2 Turf edging at shrub beds, flower beds, ground cover beds, valve boxes, around tree rings and all hard surface areas shall be edged with a mechanical edger to a neat vertical uniform line. Turf shall be edged 12 inches out from drip line of shrubs, groundcovers and flowerbeds.
- 4.3.3 Edging shall not damage paver blocks, dyed/decorative concrete or any other hard surface. Contractors shall be responsible for repairing damage to any of these items caused by maintenance operations.
- 4.3.4 Edging shall be done along sidewalks, walkways, asphalt paths, curbs, concrete utility pads and road edges during each visit. Edged material shall be swept and collected for proper disposal.

4.4 Blowing & Bagging

Grass clippings or debris caused by mowing, string trimming, hedge trimming or edging shall be immediately removed from adjacent walks, curbs, beds and roadway areas on the same day as turf is mowed, trimmed or edged. Grass clippings or debris shall not be blown or allowed to drift into roadways, adjacent properties, or blown onto vehicles. Contractor shall bag and dispose of clippings and debris.

4.5 Non-Selective Herbicide Application

- 4.5.1 Contractor shall apply all non-selective herbicides required for performance of the services under the resulting Contract at no additional cost to the City. Costs associated with such applications were included in the Contractor's pricing.
- 4.5.2 The Contractor shall furnish and apply all non-selective herbicides required for performance of the services under the resulting Contract at no additional cost to the City. Costs associated with such applications were included in the Contractor's proposed pricing.
- 4.5.3 The Contractor shall provide selective herbicide applications, as necessary, to control weeds and foreign grasses in all areas included within the scope of services. All herbicides shall be applied in accordance with the

manufacturer's label instructions and all applicable industry standards.

- 4.5.4 The Contractor shall use only herbicides registered and approved by the U.S. Environmental Protection Agency (EPA) and the Florida Department of Agriculture and Consumer Services (FDACS), Bureau of Pesticides. All pesticide and herbicide use, handling, storage, and application shall comply with all applicable federal, state, and local laws, regulations, and requirements, including, but not limited to, Chapter 487, Florida Statutes, and Chapter 5E-2, Florida Administrative Code.

4.6 Litter & Debris Removal

- 4.6.1 Litter and debris control is to be completed as a maintenance function before each service.
- 4.6.2 Upon arriving at a job site, the Contractor shall inspect the area and remove all litter, including litter bags from garbage cans/pet disposal trashcans, glass, metal, rocks, or other debris subject to become a projectile if engaged by a mower.
- 4.6.3 Litter removal shall apply to all areas, such as, but not limited to, turf areas, hardscape maintenance areas, paver blocks, and concrete walks. Litter removal is required with every service.
- 4.6.4 Litter to be removed includes but is not limited to paper, glass, trash, undesirable material, dead animals, dead vegetation or debris, etc. deposited or blown onto the sites. Palm fronds and tree limbs shall also be removed. Palm fronds and vegetative debris shall not be mowed over.
- 4.6.5 The Contractor shall also remove dead leaves and branches, fallen branches, palm fronds, etc., from the ground and throughout the beds. Dead plants shall be reported to the City in writing. The City may require the Contractor to remove a small number of dead plants as part of the service.
- 4.6.6 Litter and debris shall be completely removed off-site from all contract areas. City dumpsters or other City containers are not to be used for the disposal of any litter, debris, or turf trimmings. Contractor shall properly dispose of all litter and debris at off-site locations in accordance with existing local, state, and federal regulations.

4.7 Weed & Vine Removal

- 4.7.1 A weed is defined as any plant that is not desired in each location as defined by the existing landscape plan. A weed-free condition means a total absence of weeds.
- 4.7.2 A vine is defined as any plant with a long, slender stem that trails along the ground or climbs up a support (like a wall, fence, or other tree). Vines can be any woody, semi-woody, or herbaceous climbing/trailing plant (such as kudzu, English ivy, wild grape, or poison ivy) that uses tendrils, aerial roots, or twining stems to attach to structures or other plants.
- 4.7.3 The Contractor shall perform weed removal service during every service. The Contractor is responsible for keeping all areas weed-free.

- 4.7.4 Weeds are to be completely removed from non-turf play areas, courts, tree rings, paver blocks, concrete areas, and other hard surface areas. Areas shall remain weed-free using manual or chemical methods.
- 4.7.5 There shall be no evidence of dead weeds. Damage to sod or other plant material due to chemical overspray must be repaired within 72 hours of notification. The Contractor shall remove all dead weeds during the next service.
- 4.7.6 There shall be no run-off of chemicals into adjacent roadways, gutters, storm drains, planting areas or other hard surfaces. The use of dye is required to clearly indicate where spraying has occurred. Dye is not to be used on concrete, white sand, sidewalks or pavers.
- 4.7.7 Plant materials shall always be kept free of vine growth. These areas are to be inspected and addressed by the Contractor with each service. Chemical applications may not be used to kill vines in and around plants.
- 4.8 Pest Identification and Disease Control
- 4.8.1 During performance of the work, the Contractor shall identify pest infestations and disease conditions and report such findings to the City's designee in writing. Contractor is not authorized to apply insecticides or fungicides without prior written authorization from the City via work order.
- 4.8.2 Should the Contractor fail to report any pest infestation(s) or disease condition(s) that result in damage to the City's grounds or landscaping, the Contractor shall replace or repair such damage, including but not limited to re-sodding of areas, replacement of shrubs or other plant material, at no additional cost to the City.

4.9 Grounds Maintenance Summarized Work Schedule:

Number of Services Per Month	Months of Service	Maximum Calendar Days Between Cuts
3	May - October	9 - 11
2	November - April	13 - 15

Work Performed	Description and Frequency
Mowing	Each cycle. Estimated 30 cycles per year.
String Trimming	Each cycle, all turf areas not capable of being cut by mower.
Edging	Each cycle on all hard surface areas and non-turf play areas directly bordered by turf.
Blowing/Bagging	Each cycle on all non-turf areas within and bordering work site.
Non-Selective Herbicide Application	Each cycle, as applicable
Litter & Debris Removal	Each cycle, prior to mowing.
Weed & Vine Removal	Each cycle, as applicable

SECTION 5 – PLANT MAINTENANCE SERVICES

5.1 Pruning

- 5.1.1 Trimming eight (8) times per year. Trimming shall be performed at the beginning of the following months: February, April, June, July, August, September, October, and December. The City reserves the right to increase or decrease the frequency as deemed necessary due to climatic conditions.
- 5.1.2 Each plant and shrub shall be maintained in accordance with standard horticultural practices to preserve the natural character of the plant in the manner fitting its use in the landscape design.
- 5.1.3 All plant material removed during the pruning operation shall be cut off cleanly. All walks, pavements and roadways shall be swept or blown clean upon completion of the work. Under no circumstances is debris to go into roadways or walkways.
- 5.1.4 All dead, dying, broken, and/or diseased plant material shall be removed as needed. Branches that protrude over walkways, have grown through fences, or obscure roadway visibility or clearance shall be removed as needed.
- 5.1.5 All tree and palm pruning shall only be performed by employees holding a Broward County Tree Trimming "B" License. Suckers shall be removed from the base of all trees. A 10-foot clearance shall be maintained.
- 5.1.6 Contractor is responsible for the removal of water-sprouts/suckers growing from trees in areas where ground maintenance is being conducted, up to a height of 10 feet.
- 5.1.7 Shrubs shall be cut narrower at the top than at the bottom to allow sunlight to reach the base of the shrub.
- 5.1.8 Plants must always appear orderly and neat.
- 5.1.9 Each pruning occurrence must commence on schedule and last no more than 2-3 days per frequency to complete.
- 5.1.10 Palm pruning shall be performed in accordance with ISA standards and Florida Best Management Practices. Contractor shall maintain proof of licensing and insurance throughout the term of the Contract and shall provide copies upon request by the City's designee.

5.2 Pruning Tools & Equipment

- a. Contractor shall furnish all tools, equipment and labor required to perform pruning services. All tools shall be clean, sharp and in good repair. Tools that cut, rip or tear plant material will not be allowed. Tools shall include but not be limited to hand pruners, loppers, handsaws and power hedge shears.
- b. Contractor shall carry and apply a disinfectant agent to disinfect tools so as not to infect healthy species with pathogens transmitted by infected tools. Tools and equipment are subject to inspection prior to and during a pruning activity. The City

reserves the right to stop any activity that jeopardizes the health of the designated plant material.

SECTION 6 – CHEMICALS & FERTILIZER

The City shall furnish all chemical/fertilizer materials, to include herbicides, insecticides, fungicides, etc. The Contractor shall be responsible for picking up City-furnished fertilizer from the City's designated location and performing all application labor. Fertilizers shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on the results of soil test(s). The Contractor shall notify the City's designee one (1) week in advance of fertilizing so that the City can make any necessary changes to operations or activities. Contractor shall maintain records of all fertilizer usage and all entries must be available for inspection upon request.

Contractor shall mix and apply all chemicals in accordance with the manufacturer's recommendations. All work involving the use of chemicals shall follow all federal, state, and local laws and shall be accomplished by a Florida Certified Pesticide Applicator.

Contractor shall submit Safety Data Sheets (SDS) for all products to be used to the City's designee prior to use.

SECTION 7 – CLEAN-UP

All unusable materials and trash shall be removed from the jobsite at the end of each workday and disposed of in an appropriate legal manner, off City property. Upon completion of the work, Contractor shall thoroughly clean up all areas affected by the work performed that day. No leaves or trash resulting from the performance of the service are to be blown onto vehicles. All hard surfaces shall be blown/bagged.

SECTION 8 – ADDITIONAL/AS-NEEDED SERVICES

The Contractor shall provide the services under this section on an as-needed basis.

8.1 Chemical Application – Trees/Palms & Sod

8.1.1 Chemical & fertilizer application shall mean the application of fertilizer, selective herbicides, insecticides, and/or fungicides used in the performance of this contract.

8.1.2 Upon issuance of a work order from the City's Designee, Contractor shall apply City-furnished selective herbicides, insecticides, and/or fungicides in accordance with manufacturer specifications and all applicable federal, state, and local regulations. Any individual applying fertilizers, selective herbicides, pesticides, insecticides and/or fungicides must possess a valid Florida Commercial Landscape Maintenance (LCM) License or other applicable FDACS certification. The type and amount of fertilizer applied shall be based on the results of soil test(s). 8.1.1 Chemical & fertilizer application shall mean the application of fertilizer, selective herbicides, insecticides, and/or fungicides used in the performance of this

contract.

8.1.3 The City shall furnish all chemical & fertilizer materials. The Contractor shall be responsible for picking up City-furnished fertilizer from the City's designated location and performing all application labor.

8.1.4 The Contractor shall notify the City's designee one (1) week in advance of fertilizing so that the City can make any necessary changes to operations or activities. Contractor shall maintain records of all fertilizer usage and all entries must be available for inspection upon request.

The City may request that the Contractor perform Additional Services for which prices are not established within this Agreement. In such circumstances, the City will provide a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor.

Contractor will provide the Project Manager with a work order proposal ("Work Order Proposal") for review. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, an Amendment, Modification, Change Order or Work Order shall be issued for the Contractor to perform the additional Work.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services. Additional services will be requested in writing.

SECTION 9 – WARRANTY

The Contractor warrants that all work will be performed in accordance with the requirements of this Agreement. Where the City determines that the work has not been performed in accordance with the requirements of this Agreement, Contractor shall correct the work at no cost to the City. The City may also reduce payments in accordance with performance standards and payment reduction provisions.

SECTION 10 – MANAGEMENT AND REPORTING REQUIREMENTS

10.1.1 Maintenance & Services Plan (M&S Plan)

Contractor shall prepare and submit a Maintenance and Service Plan (M&S Plan) for the first twelve (12) months of the contract term to the City's designee within fourteen (14) days of award of the Agreement, for review and acceptance. Should the Project Manager recommend, or require revisions, the Contractor shall make the necessary revisions and resubmit a revised M&S Plan to the Project Manager within seven (7) days. Thereafter, the Contractor shall submit another M&S Plan to the Project Manager sixty (60) days prior to the start of each twelve (12) month period. The M&S Plan shall:

- a. outline the Contractor's overall strategy for providing grounds maintenance services, establish the program of inspections and maintenance, and document the basis for the Annual Execution Plan.

- b. establish the Contractor's program of inspections and maintenance for each year of the Agreement, to include a month-to-month breakdown by task;
- c. project a level of unscheduled work (including re-work);
- d. document basis for the Contractor's Annual Execution Plan – i.e., the Contractor's schedule of activities and resources (labor and material) to accomplish the Contractor's program;
- e. provide the Contractor's standard operating procedures, emergency operating procedures, safety plan, and contingency plans, when applicable;
- f. identify any Project Sites that cannot be brought to the Performance Standards without replacement of the Turf; and
- g. propose the areas at the location(s) considered to need re-sodding to be brought to the Performance Standards and the associated cost for completing the Work.

The M&S Plan shall provide the baseline for tracking the Work and expenditures against the Agreement and for evaluating performance in accordance with the Agreement. Upon approval of the M&S Plan, the re-sodding must be incorporated into the Annual Execution Plan.

10.1.2 Annual Execution Plan (AEP)

The Annual Execution Plan (AEP) shall include a breakdown of the work to be performed monthly by task and location, including a breakdown of the labor force and equipment to be used. The AEP shall reflect when the fertilization, mulching, and any re-sodding will occur, if applicable.

The initial AEP must be submitted within fourteen (14) days of execution of the contract. Each subsequent AEP must be submitted one month prior to the start of the new contract year.

10.1.3 Quality Control Plan (QCP)

Within fourteen (14) days of execution of the contract, the Contractor shall submit a Quality Control Plan (QCP) to the City's Project Manager for review and acceptance. The rationale underpinning the QCP is that the Contractor is responsible for Quality Control. All methods, procedures, and forms must support this rationale. The QCP must clearly identify how the Contractor will monitor its own work to ensure that the work is performed and meets the performance standards established within this Agreement. The QCP must provide for inspection and assessment of the quality and progress of the work at each location. The QCP must be designed to keep the Contractor's management and the City informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections must be in addition to the requirement for daily supervision. The QCP records must, in part, consist of checklists of inspections and must indicate the nature, frequency and number of observations made, number and type of deficiencies found, and the

nature of corrective action taken as appropriate. At a minimum, the QCP must address the following:

- a. an inspection system that is tailored to the different Tasks and Sites covered under the Performance Work Statement;
- b. a system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or City Inspectors or the Project Manager independently identify the deficiencies;
- c. a system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible), and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur;
- d. a system that provides the Project Manager access to all Contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken;
- e. if the Contractor has a corporate/home office, how it will provide Agreement support, services, and controls; and
- f. the identity of all personnel who will be performing quality control inspections by name and title, and verification that the person who actually performed the Work must not perform quality control inspections.

Where the QCP is returned by the Project Manager for revisions or corrections, the Contractor must resubmit the QCP within seven (7) days of receipt from the Project Manager, with requested revisions or corrections. The Contractor must not implement any changes to its approved QCP prior to review and acceptance by the Project Manager.

The Contractor must perform quality control inspections by qualified personnel (i.e., personnel knowledgeable of all technical aspects of the Work, which would allow identification/discovery of improperly performed services) and provide documentation of the inspection results to the Project Manager on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed. All completed inspection reports must be submitted to the Project Manager.

10.1.4 Weekly Work Plan

Concurrent with the submission of the AEP, the Contractor must submit a work plan for the initial two weeks of Work. Contractor shall provide the Project Manager with a Work Plan every week that reflects the Work to be performed during the next week, broken down by location(s) and task, and day(s) of the week the Work will be performed. The Project Manager and Contractor will define a specific day

of the week on which the Weekly Work Plan shall be submitted.

10.1.5 Monthly Report

Contractor shall furnish a monthly report ("Report") to the Project Manager no later than the fifteenth (15th) of each month that must consist of five (5) parts, broken down as follows:

- a. Part 1 – Prior month's basic services activities accomplished, identified by location, and must include the date(s) the Work was performed.
- b. Part 2 – Prior month's Supplemental Services activities accomplished, identified by location, the date(s) the Work was performed, and the cost(s) associated with the Work.
- c. Part 3 – Prior month's Re-Work activities accomplished, identified by location, the date(s) the Work was performed.
- d. Part 4 – Prior month's Additional Services activities accomplished, identified by location, the date(s) the Work was performed.
- e. Part 5 – Prior month's inspections conducted under the QCP. This Part of the Report must include the following details:
 - i. Dates of Inspections
 - ii. Name and signature of inspector
 - iii. Location of the inspection
 - iv. Work inspected
 - v. Locations found to be in compliance with the Performance Standards
 - vi. Locations found to be non-compliant
 - Deficiencies found per location
 - Actions taken to correct deficiencies
 - Actions taken to mitigate future occurrences of the deficiencies.

Contractor shall provide Project Manager with a hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring. The City shall also perform quality assurance reports monthly and assign a score of 1 – 10 to the Contractor, based on performance for the given month.

10.1.6 Emergency Response Plan

- a. 12The Contractor shall prepare and furnish an Emergency Response Plan (ERP) within thirty (30) days after award of this Agreement. The ERP will be reviewed and accepted by the City's Project Manager. The ERP shall outline the Contractor's response procedures in the event of an emergency, damage, or adverse weather conditions, including hurricanes, rain, or flooding. The ERP must include a provision for cooperating with the City to supplement the City's staff in hurricane preparedness and disaster response. The ERP must address the Contractor's coordination procedures with the City.
- b. The ERP must include a provision for cooperating with the City to furnish Contractor's forces to supplement the City's staff in hurricane preparedness,

evacuation plans, and hurricane disaster response of the disaster event within the project limits. In the event that services or equipment are required by the City for emergency preparation response, such services and equipment will be deemed as Additional Services and paid for as such.

SECTION 11 – SUPERVISION OF WORK

Contractor's Field Supervisor shall manage this Agreement. The supervisor shall be expected to manage all day-to-day operations related to the fulfillment of all aspects of this contract. Contractor's Field Supervisor must have excellent communication and customer service skills and be capable of directing all maintenance operations. Contractor's Field Supervisor shall be required to physically inspect job sites on a daily basis.

Contractor's supervisor must be available by telephone within thirty (30) minutes of the initial call. The Field Supervisor shall be in possession of a cellular phone during normal work hours, Monday through Friday 7:00 AM to 6:00 PM. Contractor's Field Supervisor shall confer with the City's designee at least once per week to discuss scheduling, delays, issues of concern, or to make maintenance recommendations.

Contractor shall have a competent English-speaking Field Supervisor who will represent the Contractor in the field. All directions given to the Field Supervisor will be as binding as if given to the Contractor.

SECTION 12 – PERSONNEL REQUIREMENTS

12.1.1 General

Contractor shall manage the total Work effort associated with the services required to assure fully adequate and timely completion of these services in accordance with performance standards. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. Contractor shall provide staff with the necessary management expertise to assure the performance of the required work; and trained and experienced field and office personnel who meet established standards to effectively perform the services required and who exhibit capability to perform with minimum supervision. It is the City's preference that turnover be kept to a minimum with personnel to ensure a continuity of operations through the contract term.

12.1.2 Program Manager

The Program Manager shall have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Work under this Agreement, including authority to accept and sign for notice of deductions, inspection reports, and all other correspondence on behalf of the Contractor. The Program Manager must be available to discuss Contract matters and performance issues with the Project Manager during regular City business hours and within one (1) hour during other times. This can be accomplished in person or by telephone, as appropriate, depending on the circumstances. Contractor shall

provide contact information (i.e., phone, email address, cell phone, etc.) for the Program Manager and an alternate individual, within five (5) days of execution of the Contract. Contractor shall notify the City's designee of any changes to the Program Manager or contact information, no less than five (5) business days from the date of the change.

12.1.3 Field Supervisor

Contractor's Field Supervisor shall be on-site full-time, working and managing the Contractor's personnel at the work sites. This person (and their substitute) shall have full authority to act for the Contractor on all matters relating to the daily performance of the work at the Work site(s). The Field Supervisor shall be the central point of contact in the field for the City; and must effectively communicate in English. The Field Supervisor shall understand and be able to fulfill, completely and clearly, the performance standards and reporting requirements of this Agreement.

The Field Supervisor shall remain on-site at all times while work is being performed under this Agreement. When the working Field Supervisor is absent for the day or for an extended period (more than 4 hours), the Project Manager shall be notified, and the Contractor must appoint a qualified substitute. Within five (5) days of execution of the Contract, the Contractor must provide the Project Manager with a cellular phone number for the Field Supervisor where he/she can be reached at all times.

12.1.3 Personnel Qualifications

The Contractor shall furnish sufficient competent and qualified personnel to perform all Work specified in the Agreement. Contractor shall perform a background check on all personnel authorized to work under this Agreement. Contractor shall submit a list of all personnel working under this Agreement who have passed the background check to the City Designee within fourteen (14) days of the execution of the Contract. The list must be updated immediately when changes occur.

12.1.4 Employee Safety Requirements

Contractor shall require its employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Agreement. All equipment operators must wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. must be operated within the safety parameters defined by OSHA. Equipment must be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees must wear a safety vest when working by roads and in areas with vehicular traffic.

SECTION 13 – UNIFORM/APPEARANCE

Contractor's personnel located at Work sites must present a neat appearance and must wear distinct clothing bearing the Contractor's name for easy identification. Contractor's

employees, including the Field Supervisor, must wear a distinctive, neat, and freshly laundered uniform, which the Contractor must supply at no cost to the employee. Any color or color combination may be used for the uniforms. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, items in disrepair, or any other inappropriate or offensive clothing as determined by the Project Manager to be unacceptable for representing the City. The Project Manager may request the removal of any employee not properly uniformed.

SECTION 14 – STANDARDS OF CONDUCT

Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and must take such disciplinary action against his/her employees, as necessary. Contractor's employees are expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the City. Because the Contractor will be visible at all times to the public during the performance of its duties under this Agreement, Contractor should ensure its employees continue to adhere to standards of conduct while on breaks.

Contractor's employees must not sleep or lie down in public view at any time during the Work. If any of Contractor's employees are found sleeping or lying down in public view by City staff, or if such activity is reported by the public and verified by the City, the City may impose a performance penalty of \$250 per occurrence assessed to the Contractor.

Contractor's employees must not possess, distribute, consume, use, or cause to be used any controlled substance or alcohol on the Work sites. Any employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under this Agreement. Employees found to be in violation of this requirement will be permanently prohibited from performing any Work under this Agreement. Actions taken under this Agreement shall not relieve the Contractor of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Agreement.

SECTION 15 – TRAINING

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers, trucks, OSHA safety procedures and equipment, etc. Contractor shall maintain records of all training, qualifications, and certifications to be made available for the City's review, upon request. Contractor shall provide training to all employees, at the Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time must the safeguards on lawn mower, edger, weed eater, or any other power equipment with factory-installed safety measures be altered, turned off, or used improperly. All safeguards must be in place and operational at all times. Employees must not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices while operating equipment and may be subject to removal from the Work site for repeated violations. Employees are prohibited from smoking during the performance of the Work under this Agreement.

SECTION 16 – VEHICLES AND EQUIPMENT

Contractor's vehicles, machinery, tools, accessories, and other items necessary to perform the work under this Agreement shall be clean, well-maintained, and in proper working condition, free from leaking fluids. All equipment shall include all safety devices, properly installed and maintained. Upon request, the Contractor shall furnish proof of ownership/rental and insurance for all vehicles, machines, and tools, if applicable.

Contractor's vehicles should be clearly identified with the company name on both sides and must be legible at a minimum of fifty (50) feet away during daylight hours. Company name and graphics shall be uniform in design and color on all vehicles.

Whenever the Contractor changes/replaces equipment and/or vehicles dedicated to this Agreement, the Contractor shall provide an updated list of equipment and vehicles. Contractor may be required to provide supporting documentation for vehicles and/or equipment.

SECTION 17 – DEFECTIVE OR NON-COMPLIANT WORK/UNSATISFACTORY WORK

17.1 Defective or Non-Compliant Work

- 17.1.1 The City has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of this Agreement. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/compliant Work. The Contractor will bear all direct, indirect, and consequential costs of such removal or corrections
- 17.1.2 Re-examination of any of the Work may be ordered by the City and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with this Agreement, the City will pay the cost of re-examination and replacement by means of a Change Order. If such Work is not in accordance with this Agreement, Contractor will pay such cost.
- 17.1.3 Should the Contractor fail or refuse to remove or correct any defective or non-compliant Work or fail/refuse to make any necessary repairs in accordance with the requirements of this Agreement within the time indicated in writing by the City, the City has the authority to cause the defective/non-compliant Work to be removed or corrected or make such repairs or corrections as may be necessary at the Contractor's expense. Any expenses incurred by the City in making such removals, corrections, or repairs will be paid for out of any monies due or which may become due from the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the City may declare the Contractor in default and require the

Contractor to pay for re-procurement costs.

- 17.1.4 If, within the warranty period required of this Agreement, or by any specific provision of the resultant Contract, any of the Work is found to be defective or not in accordance with this Agreement, the Contractor, after receipt of written notice from City, must promptly correct such defective or non-conforming Work within the time specified by City, without cost to City. Should the Contractor fail to take such action, the City may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs, including re-procurement costs. The City may take any action allowed under this Agreement or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under this Agreement, including but not limited to, any claim regarding latent defects.
- 17.1.5 Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the City to accept the defective Work.

17.2 Unsatisfactory Work

Contractor shall be notified in writing by the City of all Unsatisfactory Work. Where possible, the City will provide the Contractor an opportunity to correct all such Work prior to the assessment of any payment reduction. If such Work is brought into compliance with the Performance Standards within two (2) business days of notification, no payment reduction will be assessed other than the City's administrative costs. The City's administrative costs will be deducted or reimbursed at cost.

SECTION 18 – ACCEPTANCE OF SERVICES

Acceptance of services shall be based upon compliance with this Agreement, Appendix A, Appendix B, RFP2026-2, applicable addenda, and the performance standards established by the City. Acceptance of one maintenance cycle shall not waive the City's right to require correction of latent deficiencies.

APPENDIX B - PRICING

GROUP C – NEIGHBORHOOD PARKS - WEST

RFP2026-2 – Citywide Grounds Maintenance & Landscape Services – Group C

Contractor: SFM Landscape Services, LLC

Section 1 – Group C – NEIGHBORHOOD PARKS - WEST

GROUP C – NEIGHBORHOOD PARKS - WEST					
GROUP C - GROUNDS MAINTENANCE SERVICES					
ITEM NO.	LOCATION	UNIT OF MEASURE	EST. ANNUAL QUANTITIES	UNIT PRICE	TOTAL ANNUAL COST
65	Flamingo West Park	Cycle	30	\$810.00	\$ 24,300.00
66	Forest Lake Park	Cycle	30	\$540.00	\$ 16,200.00
67	Forest Lake Park Jr.	Cycle	30	\$ 95.00	\$ 2,850.00
68	Mike Riordan Park	Cycle	30	\$550.00	\$ 16,500.00
69	Natalie's Cove Park	Cycle	30	\$95.00	\$ 2,850.00
70	Poinciana Park	Cycle	30	\$95.00	\$ 2,850.00
71	Tamarind Park	Cycle	30	\$375.00	\$11,250.00
TOTAL FOR GROUNDS MAINTENANCE SERVICES:					\$ 76,800.00
GROUP C - PLANT MAINTENANCE SERVICES					
ITEM NO.	LOCATION	UNIT OF MEASURE	EST. ANNUAL QUANTITIES	UNIT PRICE	TOTAL ANNUAL COST
72	Flamingo West Park	Cycle	8	\$540.00	\$4,320.00
73	Forest Lake Park	Cycle	8	\$115.00	\$920.00
74	Forest Lake Park Jr.	Cycle	8	\$50.00	\$400.00
75	Mike Riordan Park	Cycle	8	\$95.00	\$760.00
76	Natalie's Cove Park	Cycle	8	\$50.00	\$400.00
77	Poinciana Park	Cycle	8	\$50.00	\$400.00
78	Tamarind Park	Cycle	8	\$65.00	\$520.00
TOTAL FOR PLANT MAINTENANCE SERVICES:					\$7,720.00
GROUP C TOTAL:					<u>\$84,520.00</u>

Section 2 – Additional Services Unit Prices

Such unit prices shall apply only when additional services are specifically authorized in writing by the City through a Work Order, Purchase Order, Change Order, or Contract Amendment.

GROUP C – NEIGHBORHOOD PARKS – WEST			
GROUP C - ADDITIONAL SERVICES			
ITEM NO.	TASK/DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	As-Needed Weed & Vine Control	Hourly	\$ 45.00
2	Installation of Mulch	Hourly	\$ 45.00
3	Stump Removal	In of Stump Diameter	\$ 12.00
4	Chemical & Fertilizer Application	Hourly	\$ 70.00

Section 3 – Price Adjustments

Pricing shall remain firm for the first twelve (12) months of the Agreement. Thereafter, the Contractor may request an annual adjustment in accordance with Article 7 of the Agreement. Any approved adjustment shall be based on BLS CPI Series CUUSS35BSAG (Other Goods and Services, Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted), shall not exceed five percent (5%), and shall become effective only upon execution of a written Contract Amendment.

Section 4 – Addition/Deletion/Modification of Goods And/or Services

The City reserves the right to add, delete, or modify contract line items and request pricing for additional goods or services not included in the original award. Any such modification shall be accomplished by written Contract Amendment.