



CITY OF COOPER CITY, FLORIDA

Request for Proposal

CITYWIDE LANDSCAPING SERVICES RFP 2022-3-PW

For information, contact the Purchasing Division:

The Purchasing Division
954-434-4300 Ext. # 268
Purchasing@CooperCityFL.org

Release Date: Thursday, March 24, 2022
Due Date: Thursday, May 5, 2022

**CITY OF COOPER CITY
NOTICE TO BIDDERS/PROPOSERS**

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Thursday, May 5, 2022, from qualified contractors capable of providing citywide landscaping services. Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

**CITYWIDE LANDSCAPING SERVICES
RFP 2022-3-PW**

The detailed Request for Proposal (RFP) shall be obtained online at www.DemandStar.com.

A **MANDATORY IN-PERSON PRE-PROPOSAL MEETING** will be held at 10:00AM EST, Thursday, March 31, 2022 at Public Works -9070 SW 51st St., Cooper City, FL 33328 ([tour of all locations](#)).

Bids must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00PM (EST), Thursday, May 5, 2022. The outside of the envelope or box must be clearly marked "RFP 2022-3-PW, CITYWIDE LANDSCAPING SERVICES" and shall contain one (1) identified, unbound original, two (2) copies and one (1) electronic copy (flash drive) of your bid/proposal.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on:

Thursday, February 24, 2022

Please send invoice and proof of publication to:

Tedra Allen, City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, FL 33328
TAllen@CooperCityFL.org

SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for Grounds Mowing and Landscape Maintenance as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00PM (EST), Thursday, May 5, 2022, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

1.2.2 Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

1.2.3 The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

1.3 PRE-PROPOSAL MEETING – MANDATORY

A **MANDATORY IN-PERSON** pre-proposal meeting is scheduled for 10:00AM EST, Thursday, March 31, 2022, at Public Works – 9070 SW 51st St., Cooper City, FL 33328 (tour of all locations).

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of three (3) years commencing the date awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional two (2) year term under the same terms and conditions, if mutually agreed in writing by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6 SUPPLY/DELIVERY LOCATION

The locations of the work proposed under this contract will be within the municipality of the City of Cooper City, Broward County, Florida.

1.7 PRICE

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED - Bidder's prices shall remain fixed and firm for the initial period of three (3) years of the contract. Request for price adjustment shall be requested by the awarded bidder one-hundred and twenty (120) to one-hundred (180) days after the start of year two (2). The City may consider price adjustment, upward or downward, based on the most recent six (6) month All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. It is the bidder's responsibility to request any pricing adjustment under this provision. If no price increase has been requested, the City will assume that the bidder has agreed to continue under the same price allowed in the current term. Any adjustment request received after the commencement of a new annual period may not be considered.

1.9 METHOD OF AWARD

1.9.1 The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

1.9.2 Bidder must provide grand total per year price listed on Bid Form to qualify for award of the contract.

1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4 Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5 The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

1.9.7 While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.9.8 The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. The Successful Proposer shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCityFL.org, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12 WRITTEN CONTRACT

The awarded Bidder/Successful Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Request for Proposal Issued and Advertised	Thursday, March 24, 2022
Pre-Proposal Meeting – Site Visit (At 10:00AM EST) MANDATORY IN-PERSON	Thursday, March 31, 2022
Last Date for Receipt of Questions of a Material Nature	Thursday, April 28, 2022
PROPOSAL DUE (Prior to 3:00PM EST)	Thursday, May 5, 2022
Review of Proposals & Selection of Candidates for Presentations	Week of May 12, 2022
Presentations & Final Ranking	Week of May 19, 2022
Recommendation of Award/Agenda Item Request	TBD
Anticipated Award of Contract by City Commission	TBD

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 BID/PROPOSAL TABULATIONS

Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID/PROPOSAL

If not submitting a Bid/Proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the Bid/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid/Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCityFL.org.

3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.5 EQUIVALENTS

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he/she shall so indicate on his/her Bid/Proposal. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid/Proposal Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID/PROPOSAL. NO BID/PROPOSALS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the Bid/Proposal shall be considered as a Bid/Proposal in complete compliance with the specifications as listed on the attached form.

3.6 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, Bid/Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder/proposer risk. In the case of a discrepancy in computing the total amount of the Bid/Proposal, the UNIT PRICE quoted shall govern.

3.7 CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this Bid/Proposal shall be latest and most current production model at the time of this Bid/Proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid/Proposal shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.9 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.10 CANCELLATION

In the event that any of the provisions of this Bid/Proposal are violated by the Awarded Vendor, the Purchasing Division shall give written notice to the Awarded Vendor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.11 PROTESTS, APPEALS AND DISPUTES

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.12 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Proposer is awarded a contract under this Bid/Proposal solicitation, the prices quoted by the Proposer on the Bid/Proposal Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

3.13 COMPLETE PROJECT REQUIRED

The Successful Proposer shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

3.14 PRICES QUOTED

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid/Proposal, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of Bid/Proposal(s).

3.15 UNDERWRITERS' LABORATORIES (the "UL")

Unless otherwise stipulated in the Bid/Proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.16 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Bid/Proposal and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

3.17 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.18 LEGAL REQUIREMENTS

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

3.19 PATENTS AND ROYALTIES

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any alleged or actual infringement of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.20 OSHA

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

3.21 ANTI-DISCRIMINATION

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.22 DEFAULT

In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid/Proposal.

3.23 SUBSTITUTIONS

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their Bid/Proposal once awarded. Any substitute shipments shall be returned at the Bidder/proposer expense.

3.24 PROPOSER'S FACILITIES

The City reserves the right to conduct site visits to Proposer's business location(s) at any time with prior notice and/or may request that Proposer participate in live presentations. The selection of a Successful Proposer may be based wholly or in part upon the results of site visits or live presentations.

3.25 DISCLAIMER

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bid/Proposals; re-advertise this Bid/Proposal; postpone or cancel at any time this Bid/Proposal process; or, waive any formalities of or irregularities in the bidding process. Bid/Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all Bid/Proposals are analyzed, organizations submitting Bid/Proposals that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid/Proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this Bid/Proposal constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid/Proposal satisfies the criteria established in this Bid/Proposal. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this Bid/Proposal or otherwise.

3.26 EVIDENCE

The submission of a Bid/Proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Bid/Proposal.

3.27 DEMONSTRATION OF COMPETENCY

3.27.1 Pre-award inspection of the Bidder/proposer facility may be made prior to the award of contract. Bid/Proposals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid/Proposal. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.27.2 The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.27.3 The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder/proposer Bid may render the Bid/Proposal non-responsive.

3.27.4 The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.28 ASSIGNMENT

The Successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.29 INDEMNIFICATION

The Successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

3.30 NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.31 SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid/Proposal, Proposer acknowledges that the materials submitted with the Bid/Proposal and the results of the City evaluation are open to public inspection upon proper request. The Successful Proposer should take special note of this as it relates to proprietary information that might be included in its Bid/Proposal.

3.32 FORCE MAJEURE

The performance of any act by the City or the Successful Proposer hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Successful Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid/Proposal.

3.33 COLLUSION

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her Bid/Proposal with other Proposers and has not colluded with any other Proposer or parties to this Bid/Proposal whatsoever. The Proposer certifies, and in the case of a joint Bid/Proposal, each party thereto certifies, as to his/her own organization, that in connection with this Bid/Proposal:

3.33.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

3.33.2 Any prices and/or cost data quoted for this Bid/Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

3.33.3 No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

3.33.4 The only person or persons interested in this Bid/Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into.

3.33.5 No person or agency has been employed or retained to solicit or secure the award of the Bid/Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

3.34 CONE OF SILENCE

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:
 - i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
 - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.

- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.

- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
 - ii. Oral presentations before selection or evaluation committees;
 - iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

3.35 ELIGIBILITY

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this Bid/Proposal shall comply with all laws of the United States concerning work eligibility.

3.36 TIE BID/PROPOSALS/PREFERENCE

Whenever two or more Bids/Proposals which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, the contract shall be awarded based on the following criteria to be considered in the following order of priority:

- a. A local bidder/proposer with a primary business location within the City of Cooper City.
- b. A bidder/proposer with a primary business location within Broward, Miami-Dade or Palm Beach Counties.
- c. A bidder/proposer with a primary business location within the State of Florida.

The City may split the award of a contract when it is to the city's advantage. Where the above mentioned selection criteria is not in effect, and all other potential remedies have been exhausted, the tie Bid/Proposal may be resolved by lotter. Such lottery shall be conducted by the city manager or designee, and shall be open to the public.

3.37 SPOT MARKET PRICING - N/A

3.38 PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event that such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.39 TERMINATION FOR DEFAULT

If Successful Proposer defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

3.40 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.41 TERMINATION FOR LACK OF FUNDING

The resulting agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of Cooper City in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

3.42 CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.43 GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.44 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid/Proposal or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

3.45 AUDITS

The City shall have access to all books, records, and documents of the Successful Proposer which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Successful Proposer or at some location mutually agreed upon by the City and the Successful Proposer.

3.46 PUBLIC RECORDS:

- a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- b. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.
- f. Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- g. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
PRR@COOPERCITYFL.ORG

3.47 SCRUTINIZED COMPANIES

Successful Proposer certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Successful Proposer 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 Successful Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Proposer, 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.

3.48 E-VERIFY

- a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), 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:
- b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- c. 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
- d. 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.

3.49 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any Bid/Proposal response to this advertised request constitutes a Bid/Proposal made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder/proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this Bid/Proposal and subsequent contract award

[END OF SECTION]

SECTION IV - SPECIAL CONDITIONS

4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

4.2 TIME OF COMPLETION

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Awarded Vendor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion

thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the Successful Proposer shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Successful Proposer shall be liable for any damages or loss to the City occasioned by negligence of the Successful Proposer or any person the Successful Proposer has designated in the completion of the contract as a result of his or her Bid/Proposal.

The Successful Proposer 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 Successful Proposer, or its employees, agents, servants, partners principals or subcontractor. The Successful Proposer 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. The Successful Proposer 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.

Successful Proposer shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Successful Proposer allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the City with notice of cancellation or the Successful Proposer shall obtain written agreement from its Agent to provide the City with 45-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Successful Proposer shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Successful Proposer shall not commence nor continue to provide any services pursuant to this Agreement unless all required

insurance remains in full force and effect. Successful Proposer shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

Prior to the execution of this agreement, Successful Proposer shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Successful Proposer. Additionally, the Successful Proposer shall provide the City with a copy of the certificates of insurance reflecting the same insurance coverage for all subcontractors utilized by Successful Proposer pursuant to the resulting agreement.

4.3.1 REQUIRED INSURANCE

4.3.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- 1. Each Occurrence Limit - \$1,000,000
- 2. Fire Damage Limit (Damage to rented premises) - \$100,000
- 3. Personal & Advertising Injury Limit - \$1,000,000
- 4. General Aggregate Limit - \$2,000,000
- 5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

4.3.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Successful Proposer engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Successful Proposer shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Successful Proposer.

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. The Contractor waives, and the Contractor shall ensure that the 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. The Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Coverage for the Successful Proposer and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- | | | |
|---------------------------|------------|-----------------------------------|
| 1. Workers' Compensation: | Coverage A | Statutory |
| 2. Employers Liability: | Coverage B | \$500,000 Each Accident |
| | | \$500,000 Disease – Policy Limit |
| | | \$500,000 Disease – Each Employee |

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

4.3.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

4.3.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the City
3. 45-Day Notice of Cancellation or Non-Renewal to the City
4. Successful Proposer's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the City
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

Successful Proposer shall name the City, as an additional insured on each of the General Liability policies required herein and shall hold the City, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the Successful Proposer pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Successful Proposer and provided proof of such coverage is provided to City. The Successful Proposer and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

4.3.3 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$2,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder/proposer own policies. Sexual Abuse may not be excluded from any policy.

4.3.4 BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS SOLICITATION - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4 PERMITS, FEES AND NOTICES

4.4.1 The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Awarded Vendor shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper

execution and completion of the work. The Awarded Vendor shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

4.4.2 The Awarded Vendor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The City shall not be responsible for monitoring the Awarded Vendor's compliance with any laws or regulations.

4.4.3 The Awarded Vendor shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5 BONDS

4.5.1 PERFORMANCE AND PAYMENT BOND - REQUIRED

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the Bid/Proposal); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the Awarded Vendor.

If required herein, the Awarded Vendor shall within fifteen (15) days of the award execute and furnish Payment and Performance Bonds in an amount equal to the proposal costs and in accordance with the requirements of §255.05, Florida Statutes and Cooper City Code of Ordinances §2-259, as currently enacted and as amended from time to time. The bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida.

4.5.2 BID/PROPOSAL BOND - NOT REQUIRED FOR THIS SOLICITATION

Bids/Proposals **MUST** be accompanied by a Bid/Proposal security made payable to the City in an amount equal to five percent (5%) of the Bidder's or Proposer's maximum Bid/Proposal price and in the form of a certified check, bank money order, or a Bid/Proposal Bond (Attached) issued by an authorized surety.

The Bid/Proposal security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid/Proposal Security will be returned. If the Awarded Vendor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid/Proposal security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid/Proposal security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid/Proposal opening, whereupon the Bid/Proposal security furnished by such Proposers will be returned.

The Bid/Proposal security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

4.6 VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining Bid/Proposal responsiveness and in allocating Bid/Proposal evaluation points.

4.7 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

4.9 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. 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.

4.11 CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

4.12 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to AccountsPayable@CooperCityFL.org, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable task order and/or Bid/Proposal number. All invoices must reference the applicable task order and/or Bid/Proposal/Proposal number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

4.13 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated

cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14 REQUESTS FOR MODIFICATION

The City reserves the right to request that the Proposer modify his/her Bid/Proposal to more fully meet the needs of the City.

4.15 BID/PROPOSAL ACKNOWLEDGMENT

By submitting a Bid/Proposal, the proposer certifies that they have fully read and understands the Bid/Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS/PROPOSALS

The City reserves the right to negotiate modifications to Bid/Proposals that it deems acceptable, reject any and all Bid/Proposals, and to waive minor irregularities in the Bid/Proposals.

4.18 ALTERNATE BIDS/PROPOSAL

An alternate Bid/Proposal is viewed by the City as a Bid/Proposal describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate Bid/Proposal may also be a second Bid/Proposal submitted by the same proposer which differs in some degree from its basic or prime Bid/Proposal.

Alternate Bid/Proposals may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids/proposal submitted.

4.19 ADDENDUM OR AMENDMENT TO SOLICITATION

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda on the City's website.

4.20 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bid/Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bid/Proposals received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21 RECORDS RETENTION

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this

solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22 CONTRACT DOCUMENT

The entire contents of this Request for Proposal along with the Bidder's or Proposer's Bid/Proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23 PERFORMANCE STANDARDS

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount Bid/Proposal for the deficient location, **OR**;
- ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24 LIQUIDATED DAMAGES

Liquidated damages of \$800.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

4.25 FEDERAL REQUIREMENTS - NOT APPLICABLE FOR THIS SOLICITATION

Any reference made to CONTRACTOR in this section shall apply to the Successful Proposer, and also apply to any subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

4.25.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

4.25.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

4.25.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 and Appendix II to 2 C.F.R. Part 200 shall prevail.

4.25.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

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

clause.

- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4.25.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

4.25.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must

be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

4.25.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

4.25.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn,

report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

4.25.3.6 Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

4.25.3.7 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or Bid/Proposal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

4.25.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

4.25.3.9 Recovered Materials.

- (1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4.25.3.10 Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

4.25.3.11 Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

4.25.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4.25.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.25.3.14 DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.25.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25.3.16 Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

4.25.3.17 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit CONTRACTOR from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information described in this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The CONTRACTOR shall report the following information:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within ten (10) business days of submitting the information required in this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

4.25.3.18 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4.25.3.19 Affirmative Socioeconomic Steps. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4.25.3.20 License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1 SCOPE OF WORK - GROUNDS MOWING

The Contractor shall provide quality workmanship which is expected to be superior and at a high level of performance at all times. The work generally consists of providing all labor, supervision, equipment, supplies, tools, materials and all other necessary incidentals required to perform lawn maintenance and landscaping of the City's facilities, parks and City's rights-of-way. The work consists of mowing and edging, trimming of shrubs and hedges, small palm trees and other trees under 10 feet, disease and pest management, weed control, application of herbicide, and debris and trash removal.

SUPERVISION

The Contractor shall provide a highly skilled supervisor for this contract. The supervisor shall be expected to manage all day to day operations related to the fulfillment of all aspects of this contract. The Contractor's supervisor must have excellent communication and customer service skills and be capable of directing all maintenance operations. Contractor's supervisor shall be required to physically inspect job sites on a daily basis. Contractor shall be required to submit a daily progress report. Contractor's supervisor shall be expected to address any and all areas of concern and inform City's representative of any concerns in a timely manner.

The Contractor must perform quality control inspections by qualified personnel knowledgeable of all aspects of work, which would allow identification/discovery of improperly performed services and provide documentation of inspection results to the City's representative on a weekly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed and may not be completed by the persons who actually perform the work. Completed inspection reports must be submitted to the City representative.

Contractor's supervisor must be available by telephone within thirty {30} minutes of initial call in order to be able to reply to all needs and requests of the City in the most efficient manner. The Supervisor shall be in possession of a cellular phone during normal work hours, Monday through Friday 7:00 AM to 6:00 PM. The Contractor's supervisor shall confer with the City's representative at least once per week to discuss scheduling, delays, issues of concern or to make maintenance recommendations. The Contractor must be fluent in the English language for means of communication with City staff.

The Contractor shall provide the City with a monthly calendar of scheduled maintenance that adheres to the frequency requirements for that month.

The Contractor shall have the ability to perform and carry out in a professional manner the services necessary to complete the assigned work. The contractor shall at all times enforce strict discipline and an expectation of high performance from the Contractor's employees.

5.2 TURF MAINTENANCE:

Turf Care: Maintain turf areas in a healthy, growing, properly trimmed condition by performing the following operations:

A. **Mowing** – Mowing will be performed according to the schedule listed in Attachment #1.

SPECIAL NOTE: Mowing frequencies and locations can be deleted or added due to climatic or other factors, as determined by the City's Designee. Special Events held by the City will require additional mowing services of the specific location regardless of the schedule.

1. Upon arriving at a job site, the Contractor shall inspect the area and remove all litter, glass, metal, rocks, or other debris subject to becoming a projectile if engaged by a mower. 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. City may require Contractor to remove a small number of dead plants as part of the service.

2. Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any “missed” uncut grass. CONTRACTOR shall immediately after each mowing, remove all grass clippings from the mowed area and those areas adjacent to those mowed including but limited to plant beds, walkways, curbs, driveways, roadways, buildings, fences, etc. by mechanical or manual means as necessary.
 3. Rotary mower shall be used on St. Augustine. Rotary mowers or flail mowers shall be used on Bahia grass.
 4. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade. **Mowers shall be set at 3-4”, depending on the time of the year, unless otherwise designated by 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.**
 5. All mower blades shall be sharp enough to cut, rather than to tear grass blades.
 6. 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.
 7. Mowing shall not be done when weather or conditions will result in damaged turf. Contact City’s designee to discuss rescheduling. Areas that are not cut due to wet conditions, standing water, etc., must be cut during the next scheduled visit. This may require altering methods and/or equipment normally used to maintain the area. For example, string line trimmers may have to be used on an area that is normally cut by machine. Leaving any portion of an area uncut for two consecutive scheduled services shall result in liquidated damages until the area is satisfactorily serviced, as specified. There will be no exceptions to this without prior authorization from the City’s designee.
- B. **String Trimming** – Grass shall be trimmed during each service. Trimming may be accomplished by nylon “fish line” cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed. **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 to not nick or damage trunks of trees and shrubs, fencing, fence posts, poles, dog park amenities, plastic playground borders and other fixed objects with string trimmer. Contractor shall be responsible for replacing or repairing damaged vegetation and fixed objects including chipped paint due to string trimming.

SPECIAL NOTE: BERMS AND NARROW AREAS SHALL **NOT** BE TRIMMED WITH STRING TRIMMER. A SMALL TRIM MOWER SHALL BE USED.

- C. **Edging** – Mechanical edging of all turf edges shall be done during each service. Turf edging at shrub beds, flower beds, ground cover beds, valve boxes, around tree rings and all hard surface areas, including edge of roadway (where “edging” rather than “trimming” is directed) shall be edged with a mechanical edger to a neat vertical uniform line. Turf shall be edged 12” out from drip line of shrubs, groundcovers and flowerbeds.

Edging shall not damage paver blocks, dyed/decorative concrete or any other hard surface. The contractor shall be responsible for repairing damage to any of these items caused by maintenance operations.

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.

- D. **Blowing** – 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 or adjacent properties.

5.3 CHEMICALS

Definition: For the purposes of this contract, any chemical application shall mean any/all herbicides that promote optimal horticultural growth and prevent infestation/spread of harmful and unsightly weeds.

All chemicals, other than herbicides and ant bait which shall be supplied by the Contractor, shall be supplied by the City. Contractor shall pick up the chemicals from the City's Public Works location or from the City's designated vendor. Upon request, the Contractor shall handle and apply chemicals. Contractor shall mix and apply the chemicals in accordance with the manufacturer's recommendations. All work involving the use of chemicals shall be in compliance with all federal, state, and local laws and shall be accomplished by a Florida Certified Pesticide Applicator. The minimum license required is the Florida Limited Commercial Maintenance license. Treatment for white fly will be on a separate contract.

5.4 IRRIGATION SYSTEM'S MAINTENANCE MANAGEMENT

- A. The CONTRACTOR shall be responsible for all wet checks per location once a month, to insure proper watering of all plants, shrubs, trees, palms, turf, landscaping, and ground cover contained within the Landscape Maintenance Areas to provide for a uniform lush green landscape appearance. The CONTRACTOR shall fully operate all irrigation zones from the irrigation clock and replace, repair or clean all irrigation heads. Any damages to the irrigation system discovered must be reported to the City immediately.
- B. The CONTRACTOR shall perform all wet checks between the hours of 7:00 AM and 4:00 PM. A list all of the irrigation systems with their location and address is provide below in the detailed scope of work.
- C. Any equipment damaged by the CONTRACTOR'S operation shall be replaced at the CONTRACTOR'S expense with the same equipment/part and by the same manufacture unless otherwise by the CITY.
- D. City of Cooper City uses these manufacturers (Hunter and Toro) with in there irrigation systems. Therefore, the CONTRACTOR must use these irrigation manufacturers to replace any damaged, not rotating, and clogged irrigation heads. These are the heads types the City of Cooper City uses; Hunter is I-25, GPG, PGJ, and for Toro is 570Z Pop Up and the TVAN variable Arc Nozzles.

5.5 WEED REMOVAL

Definition: A weed is defined as any plant that is not desired in a given location as defined by the existing landscape plan **(A weed-free condition describes total absence of weeds. Failure to provide services as requested in this bid will result in necessary action as outlined in #1.12 "Performance Standards" & #1.12.1 "Liquidated Damages")**.

A. Weed Removal

1. **Contractor shall perform weed removal service to areas during every service of every month.** The City reserves the right to increase or decrease frequencies due to climatic factors as determined by the City's Designee. Contractor is responsible for keeping all areas weed-free.
2. Weeds are to be completely removed from non-turf play areas, volleyball courts, tree rings, paver blocks, concrete medians, and other hard surface areas during the contract period. Areas shall remain **weed-free** using manual or chemical methods.

3. Weeds are to be completely eliminated from all paver block areas, concrete walks, concrete seating areas, walls, sign posts, catch basins, curbs, gutters, concrete medians and bull noses, edges of asphalt and roadway, etc. that are within the limits of the designated work areas. Chemical tracker may not be utilized on above mentioned hardscape elements.
4. Any hardscape element shall be immediately repaired or replaced by the Contractor if it is damaged or stained as a result of this service. Damage to other plant material shall be repaired/replaced by the Contractor within three (3) days.
5. There shall be no run-off of chemicals into adjacent roadways, gutters, storm drains, planting areas or other hard surfaces. The use of a dye is required to clearly indicate where spraying has occurred. Dye is not to be used on concrete medians, white sand, sidewalks or pavers. Herbicides shall only be used to control new growth of weeds no more than 2" in height. The Contractor shall manually pull all visible weeds taller than 2".
6. Contractor shall submit an MSDS for all products to be used for weed eradication to City's Designee.
7. Each service is subject to inspection for compliance. Deductions shall be taken for areas found not to be weed free.
8. Weeds 2" or higher MUST be eliminated manually by hand pulling or scuffle hoeing.
9. Weeds less than 2" may be eliminated by applying a glyphosate-based herbicide or by applying a pre/post emergent. 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. Contractor shall return in three (3) days to string trim the brown, dead weeds.
10. Contractor shall supply all chemicals as part of the contract at no additional cost.
11. All weed debris is to be removed from the site the same day.
12. Contractor must do all work unless permission to use sub-contracted labor has been approved by Public Works Designee.
13. Weeds and grass that are present between the edge of pavement and any curbs or curb and gutter shall be removed during each visit either by chemical spray or manually. If string trimmers are used to remove the weeds, a chemical spray shall be applied to the roots immediately after trimming. Weeds taller than 2" shall be removed by hand or scuffle hoe, including the root. Smaller weeds may be chemically treated.

5.6 SAFETY

- A. Contractor shall adhere to all FDOT and US Manual on Uniform Traffic Control Devices (MUTCD) regulations for roadway operations, which include but are not limited to the proper use and placements of cones, barricades, signage and the wearing of safety vests.
- B. Any contractor improperly equipped shall be dismissed until proper equipment is secured.
- C. Contractors are responsible for providing all safety gear, equipment and traffic control devices for maintenance personnel. When mowing in rights of ways, personnel are required to wear FDOT approved safety vests.
- D. Contractors are responsible for following all OSHA requirements for safe equipment use and operation when performing any contract services.

5.7 LITTER AND DEBRIS REMOVAL

- A. 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. Litter and debris control is to be completed as a maintenance function before each service. The number of bags of litter collected from the rights of way shall be reported to the City in writing.
- B. Litter and debris shall be **completely removed off site** from all contract areas.
- C. 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.

5.8 GENERAL

- A. Contractor shall provide a monthly schedule of all services no later than the last Friday of the preceding month.
- B. After award, Contractor will provide City with a Completion Form to be submitted daily. Failure to submit the Completion Form, and to provide the services specified in the Request for Proposal, may result in corrective action outlined in Sections 1.12 "Performance Standards", 1.12.1 "Liquidated Damages", and/or 1.9 "Payment".
- C. The City's Designee shall inspect contract areas after receiving daily report. The City's Designee will provide contractor with deficiency reports and notice of deduction for liquidated damages, if any, by location.
- D. For identification purposes all Contractor vehicles shall have contractor name and/or logo displayed prominently. Contractor's vehicles and equipment must be maintained in excellent condition and in good repair and must reflect the high quality of standards expected of Contractor. All employees shall wear a company uniform/safety vest displaying the company name.
- E. All staff shall wear FDOT approved safety vests and other personal protective equipment as necessitated by task. Contractor staff will be dismissed from site by City personnel if not in compliance.
- F. Unless otherwise specified, no maintenance shall be performed on weekends or holidays unless requested **in writing** and approved in **advance** by the City's Designee. Work may be performed Monday through Friday, between the hours of 7:00 am and 6:00 pm.
- G. Evidence of turf insects such as chinch bugs, sod webworms, grubs and fire ants, or pests attacking shrubs or trees, shall be brought to the attention of the City's Designee in writing.
- H. Contractor shall notify the City of any sprinkler system malfunctions, as evidenced by brown patches or washouts, or broken sprinkler heads, using the Completion Form for that service. If deemed an emergency, Contractor shall notify the City's Designee on the same day via cell phone.

5.9 DAMAGE TO PROPERTY:

Any damage to the road, curbs, facilities, services, utilities, irrigation systems, tree stakes or straps, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the City. Failure to restore said property within THREE (3) working days following notification will result in a deduction from the next invoice to compensate the City for expenses incurred to restore the property to its original condition.

DETAILED SCOPE OF WORK FOR GROUNDS MOWING

ROADS / MEDIANS / SWALES (32 CUTS)

1. Griffin Road

North Swale - Pine Island Road to Flamingo Road
Edge of pavement to 2 ft below top of canal bank

Medians - Pine Island Road to Flamingo Road

South Swale - Pine Island Road to SW 100th Avenue
West swale of SW 87 Avenue, Griffin Road to Christie Schafale Park
Canal bank (8750) to end of wall (9500)
West side bank plaza to west side of canal, 3 ft behind sidewalk or to fence

South Swale - SW 100th Avenue to SW 118th Avenue
Unimproved frontage, sidewalk to fence or 2 ft behind utility poles from west Side of Palm Nursery (11000 Griffin Road) to west end of retention pond fence

South Swale - SW 118th Avenue to canal
Retention area, sidewalk to berm 10 ft north of utility poles

2. Stirling Road

North Swale - SW 90th Avenue to west boundary of Cooper City High School
Edge of pavement to sidewalk

North Swale - SW 103^{Road} Avenue to Hiatus Road
SW 103 Avenue, west swale, Stirling Road to SW 59th St, 10 ft beyond pavement
Unimproved frontage, edge of pavement to fence line 103 Ave to SW 106 Ave

ROADS / MEDIANS / SWALES (32 CUTS) *continued*

SW 106 Avenue, east swale, Stirling Road to High Point property line, road to 2 ft inside walk

North Swale - Hiatus Road to entry bridge at Countryside Shops
Edge of pavement to sidewalk
SW 113 Avenue, east & west corners inside sidewalk to catch basin
SW 116 Avenue, median, east & west swales to catch basin
SW 118 Avenue, median, east swale to end of median, west swale to catch basin
From SW 113 Avenue west to end of fence line, sidewalk to fence - weed control under hedge

Medians – Pine Island Road to Flamingo Road

South Swale – NW 89th Avenue to NW 97th Avenue- Only areas listed below:
End of canal east of NW 89 Avenue, sidewalk to 2 ft behind guardrail
NW 90 Avenue to Vet Hospital entry (9420 Stirling Road), pavement to utility poles
West side of Vet Hospital to NW 97 Avenue, pavement to sidewalk or fence

3. **Sheridan Street**
 North Swale – University Drive to Palm Avenue- Only areas listed below
 Western boundary of Brian Piccolo Park to NW 98th Avenue pavement to back side line of path

 North Swale - Hiatus Road to South Lake Blvd
 Edge of pavement to sidewalk

 Medians – Palm Avenue to Flamingo Road

 South Swale - University Drive to Pine Island Road
 East end of hedge to park entrance, edge of pavement to 5 ft behind guardrail or front of hedge
4. **Pine Island Road**
 West Swale – Timberlake Plaza driveway to Walgreens entry
 Pavement to landscaping
 Inside sidewalk to water's edge between 8600 SW 58th Street & Walgreens entry

 Median - concrete divider (approximately 5100 block) to Stirling Road
5. **Palm Avenue South (SW 100th Avenue - Stirling Road to Sheridan Street)**
 East Swale - Stirling Road to Renaissance School
 Pavement to utility poles

 Medians - Stirling Road to Sheridan Street

 West Swale – Property line of Cooper City Sports Complex to Sheridan Street
 Pavement to sidewalk
6. **Jerry Morgan Park- 5500 SW 100th Avenue**
 North swale of park- SW 100th Avenue east to end of park

 All areas inside park fence, including inside pond fence up to water's edge

 Between sidewalk and park fence along S.W 100th Avenue
7. **Hiatus Road**
 East Swale – Stirling Road to SW 55th Street
 Edge of pavement to 2 feet beyond top of canal bank

 West Swale – Stirling Road to SW 55th Street
 Edge of pavement to sidewalk
 ROW at SW 55th Street on north end of Hiatus - Canal bank to property line of 11201 SW 55th Street from pavement to northern guardrail
8. **Flamingo Road**
 East Swale - Griffin Road to Stirling Road
 Edge of pavement to limits as listed below:
 Walmart wall to Natalie's Cove wall, to 2 ft beyond sidewalk
 Natalie's Cove wall to south end of Flamingo Townhomes, to 5 ft short of tree line
 End of Flamingo Townhomes to Stirling, do nothing
 Both medians on SW 53rd Street

East Swale - Stirling Road to Sheridan Street
Rock Creek wall to Shopping Center entry, pavement to guardrail / utility poles
Behind guardrail along Rock Creek wall – weed control

Medians - Griffin Road to Sheridan Street

West Swale - Griffin Road to Sheridan Street
South property line of Flamingo Plaza to Sheridan Street, edge of pavement to 2 feet beyond guardrail

9. SW 90th Avenue

North entry - Griffin Road to SW 49th Place

Both medians

South entry -

East Swale - Stirling Road to bridge

Pavement to sidewalk

West Swale - Stirling Road to Dudley Road

Pavement to sidewalk and around entry sign

10. Palm Avenue North (SW 100th Avenue - Griffin Road to Stirling Road)

East Swale – Griffin Road to Stirling Road - Edge of pavement to sidewalk

Swales and backside of sidewalk to limits as listed below:

South end of Plaza, behind sidewalk along property line

SW 49th Street, south swale, east to light pole before SW 94th Way

SW 49th Street, south swale, behind sidewalk at corner and running south

SW 49th Place, north and south swale, to east end of curbing and triangles behind sidewalk on corners and running south to behind north end of concrete barrier wall.

SW 52nd Street, north and south swales to 95th Avenue, including behind guardrails to canal headwalls, approximately 20' swath.

ROADS / MEDIANS / SWALES (32 CUTS) continued

South end of concrete barrier wall, including behind wall up to irrigation pump and south side of canal end, east to wooden fence.

South of driveway at 5480 to SW 55th Court including corner to control box pole

South end of Passive Park running south to concrete barrier wall, including small strip behind wall to fence.

SW 57th Street, north swale including behind guardrail and behind south end of barrier wall.

South end of Countryside West common area, triangle area to sidewalk leading into Dawn Park.

Note: Swale mowing limits end at Crossroads north property line (same sidewalk listed above)

Median- North of Stirling Road

West Swale- Griffin Road to Stirling Road- Edge of pavement to sidewalk

Swales and backside of sidewalk to limits as listed below:

South of 49th Street, residents fence south to north end of Cooper's Grove common area.

South end of Cooper's Grove to 49th Place.

SW 49th Place, south side, ROW triangle inside yard area and along fence line south to Ukrainian Church

South end of church to SW 51st Street

SW 51st Street median and south swale to catch basin by SW 101 Ave.

SW 51st Street triangle behind sidewalk on SW 100th Ave corner south to SW 53rd Street.

SW 53rd Street, north and south, ROW corners, south to north end of Cooper's Place.

11. NW 97th Avenue

West Swale - Old 97th Avenue to end of street at NW 38th Street
Pavement to sidewalk, and south of guardrail to pavement

12. Stirling Springs

Entry on south side of SW 55th Court - area west of sidewalk, all the way to pavement
North Swale - SW 56th Street, SW 100th Avenue to SW 104th Avenue, pavement to wall

West Swale - SW 104th Avenue, SW 56th Street to SW 57th Court, pavement to fence

East Swale - SW 100th Avenue, SW 57th Ct to SW 56th St, pavement to barrier wall

CITY BUILDINGS / FACILITIES / PARKS (32 CUTS)
(All areas include adjacent swales, unless otherwise specified.)

- 13. Community Center / City Hall / Memorial Park** – 9000 to 9090 SW 50th Place
Does not include American Legion Hall

- 14. Fire Department** - 10550 Stirling Road
All areas around building and parking lots
East side between pavement and Police Parking
West side between pavement and basketball courts
Swale along Stirling Road

CITY BUILDINGS / FACILITIES / PARKS (32 CUTS) continued
(All areas include adjacent swales, unless otherwise specified.)

- 15. Police Department - 10580 Stirling Road**
All areas around building and parking lots
Swales on Stirling Road, Embassy Drive & James Dickenson
- 16. Pool and Tennis Center** - 11600 Stonebridge Parkway
Inside of compound fence
Area west of entry drive to water's edge
All parking lot islands
Does not include Rock Creek Park area
- 17. Suellen H Fardelmann Sports Complex** - 10300 Stirling Road
Includes all sod areas from Stirling Road to Embassy Lakes north wall
Palm Avenue to S.W. 106th Avenue (Embassy Drive)
EXCLUDES TURF BALLFIELDS
EXCLUDES AREAS COVERED UNDER #12 FIRE DEPARTMENT
EXCLUDES AREAS COVERED UNDER #13 POLICE DEPARTMENT
- 18. Ellie Kozak (Country Address) Park** - 5601 SW 88th Avenue
Includes west canal bank between fence and top of bank
- 19. Encore Park** - 5701 SW 89th Way
Includes west and north canal banks between fence and top of bank

- 20. **Colony Park** - 9011 SW 52nd Court
- 21. **Coopers Pointe Park** - 8963 SW 58th Court
Includes emergency access area on east end of SW 58th Street
Area between sidewalks, from SW 58th Street to pavement on east side of fence
And north swale from fence to east end of canal, pavement to 2 ft behind guardrail
- 22. **Diamond Head Park** - 3699 NW 89th Way
- 23. **Ted Ferone (106th) Park** - 5090 SW 106th Avenue
- 24. **Forest Lake Jr. Park** - 5926 SW 112th Drive
Includes open space area north of 5936 SW 112 Lane
- 25. **Forest Lake Park** - 5700 SW 113th Avenue
- 26. **Tamarind Park** - 5475 SW 115th Avenue
Includes area between west fence line and lake
- 27. **Rock Creek Park** - 11610 Stonebridge Parkway
Playground area between driveway and east hedge
Includes area along east end of parking between two buildings
Does not include swale area along Stonebridge Parkway

CITY BUILDINGS / FACILITIES / PARKS (32 CUTS) continued
(All areas include adjacent swales, unless otherwise specified.)

- 28. **Flamingo Park** – 5300 SW 122nd Avenue
- 29. **Poinciana Park** – 11601 SW 59th Street
- 30. **Natalie’s Cove Park** – 12107 Natalie’s Cove Road
- 31. **Fleet Maintenance Facility** – 11221 SW 49th Street
From south wall to north fence and to road on east side of lake
Includes swale on Hiatus Road through property gate on east fence
- 32. **Pine Lake Park** – 10001 SW 49th Street
- 33. **Chase Park** – 9100 SW 49th Street
- 34. **Christie Schafale Park** – 4900 SW 87th Avenue
Includes 2 swale areas across street on east side
- 35. **Dawn Park** – 5725 SW 99th Lane
- 37. **Stirling Palm Park** – 5879 SW 102nd Terrace
- 38. **Flamingo West Sports Complex** – 6201 S Flamingo Road
Includes canal banks on the east, north & west sides of park & banks around lake

RIGHTS OF WAY / EASEMENTS (32 CUTS)

- 39. **SW 55 Street and 113th Avenue** - between 11291 & 11303 SW 55th Street
Pavement to fence, between sidewalks
- 40. **SW 55 Street and 114th Avenue** - between 11383 & 11401 SW 55th Street
Pavement to fence, between sidewalks
- 41. **Pioneer Middle School** - 5350 SW 90th Avenue
Canal access bank only, south and east side of athletic fields, fence to water
- 42. **Flamingo Peninsula and Berm** - SW 122nd Avenue, Flamingo Park to Stirling Road
Berm - Park to lift station at SW 55th Street, pavement to water's edge

Peninsula - North end and east of park, fence to water's edge

Peninsula - East side, between canal and lake, water's edge to water's edge

Peninsula - South end, inside, between canal and lake, water's edge to water's edge

Peninsula - South end, outside, between canal and sidewalk on Stirling Road from shopping center driveway to PVC marker at approximately the west edge of canal

RIGHTS OF WAY / EASEMENTS (32 CUTS) *continued*

- 43. **S.W. 49th Street**
North Swale - Bank driveway to west end of chain link fence by canal
Pavement to 10 ft beyond fence line
South Swale – Guardrail on bridge
Pavement to 2 ft behind guardrail, width of canal
- 44. **Dog Patch Park – 9418 SW 52nd Street** - starting at house fence, continue toward street
- 45. **Street end at SW 52nd Street & SW 92nd Terrace** – both west and east side of bridge
from street to canal area between sidewalks or home's fence line
- 46. **Street end at SW 50th Street and SW 88th Terrace** – west side of bridge
from street to canal, between bollards and fence line
- 47. **SW 49th Street & 89th Terrace**- between 8891 & 8901
Edge of pavement north to wall and sidewalk to sidewalk
- 48. **SW 49th Street & SW 118th Avenue**- includes areas listed below
South side SW 49th Street- from SW 118th Avenue west to SW 120th Avenue including small area on corner, pavement to fence
Bridge west of SW 120th Avenue- pavement to guardrail on both sides
North side of SW 49th Street- from SW 118th Avenue west past SW 120th Avenue to driveway of lift station, pavement to wall.
West side of SW 118th Avenue- from second storm drain south of SW 49th Street north to SW 48th Street, pavement to fence and pavement to wall north of SW 49th Street.

DRAINAGE AREAS / CANAL BANKS (32 CUTS)

49. Griffin Road Retention Ponds –

- a. 9300 Griffin Road – inside of fenced area, around entire pond; to bottom of east berm outside of fence
- b. 10400 Griffin Road – inside of fenced area, around entire pond
- c. 11200 Griffin Road – inside of fenced area, around pond to wall, includes 5-6 ft strip outside of east fence

50. SW 106th Avenue, west swale – Stirling Road to Griffin Road
Edge of pavement to 2 feet behind guardrail

STORAGE COMPOUNDS (32 CUTS)

(All sites include adjacent swales, unless otherwise specified.)

- 51. East Vehicle Storage Compound - 9050 SW 51st Street**
South canal bank between fence and top of bank
Area between east hedge and pavement, sidewalk to dumpster
North end of compound, road to fence line
Inside of compound fence

- 52. West Vehicle Storage Compound - 5721 Hiatus Road**
Inside of compound fence
West canal bank between hedge and top of bank
Retention pond south of entry to south property fence line of compound
Retention area between compound fence and east wall
Swale outside of east wall along SW 111th Terrace

UTILITY PLANTS (32 CUTS)

(All sites include adjacent swales, unless otherwise specified.)

- 53. West Utilities Compound - 11791 SW 49th Street**
Inside of compound fence
Bank around entire pond on east end of compound inside Fleet gate
Area south of road into pond / Fleet between road and wall to road east of lake
- 54. Pine Island Road Plant - 2650 S Pine Island Road**
Swale and berm outside of compound, pavement to fence line
Inside of compound fence, includes 5-6 ft strip on outside of north and west fence

UTILITY LIFT STATION (32 CUTS)

- 55. Lift Station- SW 53rd Place**

Between 11706 & 11716- pavement to sidewalk and inside fenced area

[END OF GROUNDS MOWING DETAILED SCOPE OF WORK]

SCHEDULE OF MOWING FREQUENCY

Required Number of Cuts per Month	Maximum Number of Calendar Days Between Cuts
3	9 - 11
2	14 - 16

32 Cuts Annually – City Parks and Facilities	
Number of Cuts per Month	Months of Service
3	April - November
2	December - March

SUMMARIZED WORK SCHEDULE

GROUNDS MOWING

Grounds Mowing	
Work Performed	Description and Frequency
Mowing	32 Cuts: Every 10 days, April through November; Every 15 days, March, January, February, December
String Trimming	Each service, all turf areas not capable of being cut by mower, around trees, posts and other vertical objects directly bordered by turf.
Edging	Each service, all hard surface areas and non-turf play areas directly bordered by turf.
Blowing / Removal of Grass Clippings	Each service, on all non turf areas within and bordering work site.
Litter Removal	Each service prior to mowing.
Weed Removal	Each service of each month

LANDSCAPE MAINTENANCE

5.10 PRUNING SPECIFICATIONS:

A. General Pruning Operations:

1. Each plant and shrub shall be maintained in accordance with standard horticultural practices in order to preserve the natural character of the plant in the manner fitting its use in the landscape design.
2. 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.
3. 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.
4. Roadway site triangles and clear zones must be maintained at all times. Plant material shall not obscure roadway visibility and clearance and shall comply with FDOT maintenance requirements. Vegetation must be maintained a minimum of six inches (6") behind the curb at all times.
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 over walkways.
6. Raking of leaves, fronds, and other debris shall be performed at the base of shrubbery, trees and other areas to maintain a neat and clean appearance. Such debris shall be removed from the site. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site.
7. Each pruning occurrence must commence on schedule and last no more than 2-3 days per frequency to complete.
8. All City identification sign planters to be trimmed and maintained (weed control) on a regular basis.

B. Plant Maintenance:

1. Shrubs shall be cut narrower at the top than at the bottom so as to allow sunlight to reach the base of the shrub
2. Plants must appear orderly and neat at all times. **Trimming shall be done at the beginning of the months of 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.
3. Contractor is to remove all clippings from plant tops, bases and adjacent areas. Remove and dispose off-site all cuttings and clippings from the shearing and trimming operations on the same day as operation occurs

C. Pruning Tools and Equipment:

1. All tools, equipment and labor are to be furnished by the contractor.
2. All tools are to be clean, sharp and in good repair. Extra tools are to be on hand to supplement tools that become dull, break or may transmit disease. Tools that cut, rip or tear plant material will not be allowed.
3. Tools are to be appropriate to the pruning activity. Tools shall include but not be limited to hand pruners, loppers, handsaws and power hedge shears.
4. Contractor is to carry and apply a disinfectant agent to disinfect tools so as not to infect healthy species with pathogens transmitted by infected tools.
5. 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.

5.11 CHEMICALS:

Definition: For the purposes of this contract, any chemical application shall mean any/all herbicides that promote optimal horticultural growth and prevent infestation/spread of harmful weeds.

All chemicals, shall be supplied by the Contractor. Contractor shall mix and apply the chemicals in accordance with the manufacturer's recommendations. All work involving the use of chemicals shall be in compliance with all federal, state, and local laws and shall be accomplished by a Florida Certified Pesticide Applicator. The minimum license required is the Florida Limited Commercial Maintenance license.

5.12 WEED REMOVAL SPECIFICATIONS:

Definition: A weed is defined as any plant that is not desired in a given location as defined by the existing landscape plan (**A weed-free condition describes total absence of weeds. Failure to provide services as requested in this bid will result in necessary action as outlined in Section 1.12 "Performance Standards"**).

A. Weed Removal:

1. **Contractor shall perform weed removal service to areas during every service of every month.** The City reserves the right to increase or decrease frequencies due to climatic factors as determined by the City's Designee. Contractor is responsible for keeping all areas weed-free.
2. Weeds are to be completely removed from all shrub, ground cover and plant bed areas during the contract period. The entire area under contract shall remain **weed-free** at all times using manual or chemical methods.
3. There shall be no run-off of chemicals into adjacent roadways, gutters, planting areas or other hard surfaces. The use of a dye is required to clearly indicate where spraying has occurred. Dye is not to be used on concrete medians, white sand, sidewalks, pavers or other hardscape areas. Herbicides shall only be used to control new growth of weeds no more than 2" in height. The Contractor shall manually pull all visible weeds taller than 2".
4. For all products to be used for weed eradication, Contractor shall submit an MSDS to City's Designee, in advance of any use.
5. Each weed removal frequency must commence on schedule and last no more than 3 days per frequency to complete.

6. Each service is subject to inspection for compliance. Liquidated damages shall be assessed for areas found not to be weed-free. Liquidated damages will be assessed for incomplete work.
7. Weeds 2" or higher must may be eliminated manually by hand pulling, scuffle hoeing, etc.
8. Weeds may be eliminated by applying a glyphosate-based herbicide or by applying a pre/post emergent. There shall be no evidence of dead weeds. Chemicals shall be applied in such a way as to limit drift. Damage to sod or other plant material due to chemical use must be repaired within 72 hours of notification. Contractor shall return within three days to string trim dead brown weeds.
9. Contractor shall supply all chemicals as part of the contract, at no additional cost.
10. All weed debris is to be removed from the site the same day.
11. Contractor must do all work unless permission to use sub-contracted labor has been approved by the Public Works Director or designee.

5.13 VINE CONTROL:

- A. Plant material shall be kept free of vine growth at all times. These areas are to be inspected and addressed by the Contractor with each service.
- B. Chemical applications may not be used to kill vines in and around all plants.

5.14 SAFETY:

- A. Contractor shall adhere to all FDOT regulations for roadway operations, which include but are not limited to the proper use and placement of cones, barricades, signage and the wearing of FDOT approved safety vests.
- B. Any contractor improperly prepared shall be dismissed until proper equipment is secured.
- C. Contractors are required to follow FDOT and US Manual on Uniform Traffic Control Devices and Safe Practices" (MUTCD).

5.15 GENERAL:

- A. Contractor shall adhere to the schedule for contracted services. Unless otherwise stipulated, **all required maintenance shall be performed Monday through Friday ONLY.**
- B. After award, Contractor will provide City with a Completion Form to be submitted daily . Failure to submit the Completion Form, and to provide the services specified in the Request for Proposal, may result in corrective action outlined in Sections 1.12 “Performance Standards”, 1.12.1 “Liquidated Damages”, and/or 1.9 “Payment”.
- C. The City’s Designee shall inspect contract areas after receiving inspection reports from Contractor. The City’s Designee will provide Contractor with inspection reports and notice of deduction for liquidated damages, if any, by location.
- D. For identification purposes all Contractor vehicles shall have contractor name and/or logo displayed prominently.
- E. All staff shall wear FDOT approved safety vests and other personal protective equipment as necessitated by task. Contractor staff will be dismissed from site by City personnel if not in compliance.
- F. Unless otherwise specified, no maintenance shall be performed on weekends or holidays unless requested **in writing** and approved in **advance** by the City’s Designee. Work may be performed between the hours of 7:00 AM and 6:00 PM.

5.16 DAMAGE TO PROPERTY:

Any damage to the road, curbs, facilities, services, utilities, irrigation systems, tree stakes or straps, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the City. Failure to restore said property within THREE (3) working days following notification will result in a deduction from the next invoice to compensate the City for expenses incurred to restore the property to its original condition.

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DETAILED SCOPE OF WORK FOR

LANDSCAPE MAINTENANCE

Pine Island Road – West Swale
Griffin Road to Stirling Road

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Plants will be trimmed to keep growth inside limits of bedding areas, any dead or damaged plant materials trimmed off, dead plants removed. Chrysobalanus icaco- Cocoplum To top of wall Hamelia patens- Firebush To top of wall Shefflera arboricola 'trinette' To top of wall Ornamental grasses Coned over 2x per year

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks; Service performed during the scheduled visit.
*****	Removal of all vegetative and non-vegetative debris along wall behind landscaping during scheduled visit.

Griffin Road- South Swale (wall area)
8800 to 9500 Block

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated months. e. <div style="display: flex; justify-content: space-between;"> <div>Chrysobalanus icaco 'red tip'- Cocoplum</div> <div>No taller than 60"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Jasmine volubile- Wax jasmine</div> <div>Up to 36"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Capparis eynophellohpors – Jamacian caper</div> <div>Up to 36"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Schefflera arboricola- 'Capella'</div> <div>No taller than 60"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Acalypha sp.- Copperleaf</div> <div>Up to 36"</div> </div>
Ground covers and beds	Plants will be trimmed to keep growth inside limits of bedding areas, any dead or damaged plant materials trimmed off, dead plants removed; Service to be performed during designated months. .

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks; Service performed during the scheduled visit.

Griffin Road Medians
Pine Island Road to Flamingo Road

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	<p>Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Trimmed to back of curb and to height requirements in sight lines per FDOT requirements.</p> <p>Capparis cynophallophora- Jamaican caper 36"-48" Chrysobalanus icaco 'red tip"- Cocoplum 36"-42" Ficus microcarpa 'Gr Island'- Gr Island ficus 24"-28" Hamelia patens- Firebush Up to 48" Jasmine volubile- Wax jasmine 24"-36" Podocarpus macrophyllus 40"-48"</p> <p>Shefflera arbocola 24"-36" Ornamental grasses Coned over 2x per year ** Cocoplum on the west side of the median turn into bank plaza at 9100 block to be 18" kept lower due to FDOT site requirements, as well as all other shrubs @ median cuts creating sight visibility obstruction</p>
Ground covers and beds	Plants will be trimmed to keep growth inside limits of bedding areas, or so as not to extend past the back of the median curb; any dead or damaged plant materials trimmed off, dead plants removed; Service to be performed during designated maintenance months.

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks; Service performed during the scheduled visit.

Flamingo Road- East swale- Sidewalk to Wall
Stirling Road to FPL Sub-Station

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Ficus pumila along privacy wall to be maintained to within 6" of wall face and top.

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks; Service performed during the scheduled visit.

Flamingo Road Medians
Griffin Road to Sheridan Street

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Trimmed to back of curb per FDOT requirements. <div style="display: flex; justify-content: space-between;"> <div>Chrysobalanus icaco 'red tip'- Cocoplum</div> <div>36" - 42"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Hamelia patens- Firebush</div> <div>48"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Plumbago</div> <div>36"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Schefflera arboricola- Variegated arboricola</div> <div>36" - 42"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Ornamental grasses</div> <div>Coned over 2x per year</div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed during every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks; Service performed during the scheduled visit.

Palm Avenue Medians
Stirling Road to Sheridan Street

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. To be trimmed to back of curb per FDOT requirements. Chrysobalanus icaco 'red tip'- Cocoplum 36" - 48"

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Palm Avenue
Stirling Road to Griffin Road

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. To be trimmed to back of curb per FDOT requirements. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Chrysobalanus icaco 'red tip'- Cocoplum</p> <p>Ficus microcarpa 'Green Island'</p> <p>Ornamental grass</p> <p>Hamelia patens- Firebush</p> <p>Firebush (not in sight triangles)</p> <p>Jasmine volubile- Wax jasmine</p> </div> <div style="width: 35%;"> <p>36"- 48"</p> <p>Up to 18"</p> <p>Coned over 2x per year</p> <p>18" in sight triangles</p> <p>6" above guardrail (30")</p> <p>24"-36"</p> </div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Police Department
10580 Stirling Road

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Hamelia patens- Firebush</p> <p>Ixora 'Nora Grant'</p> <p>Jasmine volubile- Wax jasmine</p> <p>Podocarpus macrophyllus- Podocarpus</p> <p>Schefflera arboricola- Variegated arboricola</p> <p>Chrysolbalanus icaco- cocoplum (Stirling Rd side)</p> </div> <div style="width: 35%;"> <p>Up to 36 "</p> <p>28"- 36"</p> <p>24" - 36"</p> <p>Up to top of the fence</p> <p>30"- 36"</p> <p>Up to top of fence</p> </div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Pool & Tennis Center
11600 Stonebridge Parkway

Pruning																					
Work Performed	Description and Frequency																				
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months.																				
	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Ficus bejamina- Ficus</td> <td style="text-align: right;">Up to 8'</td> </tr> <tr> <td>Ficus microcarpa 'Green Island'</td> <td style="text-align: right;">16" - 24"</td> </tr> <tr> <td>Hamelia patens- Firebush</td> <td style="text-align: right;">36" - 42"</td> </tr> <tr> <td>Schefflera arboricola- Variegated arboricola</td> <td style="text-align: right;">36" - 42"</td> </tr> <tr> <td>Podocarpus macrophyllus-Podocarpus</td> <td style="text-align: right;">48" - 60"</td> </tr> <tr> <td>Codiaeum sp.- Croton</td> <td style="text-align: right;">36"</td> </tr> <tr> <td>Duranta erecta- Vaiegated duranta</td> <td style="text-align: right;">36" - 48"</td> </tr> <tr> <td>Chrysobalanus icaco- Cocoplum</td> <td style="text-align: right;">48" - 60"</td> </tr> <tr> <td>Vibirnum suspensum- vibirnum</td> <td style="text-align: right;">36" - 48"</td> </tr> <tr> <td>Ilex vomitoria 'Schillings'</td> <td style="text-align: right;">36"</td> </tr> </table>	Ficus bejamina- Ficus	Up to 8'	Ficus microcarpa 'Green Island'	16" - 24"	Hamelia patens- Firebush	36" - 42"	Schefflera arboricola- Variegated arboricola	36" - 42"	Podocarpus macrophyllus-Podocarpus	48" - 60"	Codiaeum sp.- Croton	36"	Duranta erecta- Vaiegated duranta	36" - 48"	Chrysobalanus icaco- Cocoplum	48" - 60"	Vibirnum suspensum- vibirnum	36" - 48"	Ilex vomitoria 'Schillings'	36"
Ficus bejamina- Ficus	Up to 8'																				
Ficus microcarpa 'Green Island'	16" - 24"																				
Hamelia patens- Firebush	36" - 42"																				
Schefflera arboricola- Variegated arboricola	36" - 42"																				
Podocarpus macrophyllus-Podocarpus	48" - 60"																				
Codiaeum sp.- Croton	36"																				
Duranta erecta- Vaiegated duranta	36" - 48"																				
Chrysobalanus icaco- Cocoplum	48" - 60"																				
Vibirnum suspensum- vibirnum	36" - 48"																				
Ilex vomitoria 'Schillings'	36"																				

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

East RV Storage Compound
9050 SW 51st Street

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. <div style="display: flex; justify-content: space-between;"> <div>Hamelia patens – Firebush</div> <div>36" - 42"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Schefflera arboricola – Varigated arboricola</div> <div>24" - 30"</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Ixora 'Nora Grant"</div> <div>30" - 36"</div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

West RV Storage Compound
5721 Hiatus Road

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Area includes hedge along east wall on SW 111 th Avenue. <div style="display: flex; justify-content: space-between;"> <div>Chrysobalanus icaco- Cocoplum</div> <div>Up to 6'</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Podocarpus macophyllus</div> <div>Up to 8'</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Schefflera arboricola- Variegated arboricola</div> <div>30"- 36"</div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Pine Island Road Utility Plant
2650 S. Pine Island Road

Pruning	
<i>Work Performed</i>	<i>Description and Frequency</i>
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Chrysobalanus icaco- Cocoplum 36" Outside compound Cocoplum- inside compound Up to bottom horizontal bar of fence Codiaeum variegatum – Croton Up to 36"- Hamelia patens – Firebush 36" – 48" Vibirnum suspensum Up to bottom horizontal bar of fence Ornamental grasses Coned over 2x per year Schefflera arboricola 'trinette' 24"

Weed Removal	
<i>Work Performed</i>	<i>Description and Frequency</i>
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks; Service performed during the scheduled visit.

Jerry Morgan Park
5500 SW 100th Ave

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Capparis cynophallophora- jamaican caper Up to top of fence Chrysobalanus icaco- Cocoplum 36" - 48" Hamelia patens – Firebush Up to 36" Schefflera arboricola 'trinette' Up to bottom of top fence rail Ornamental grasses Coned over 2x per year

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks; Service performed during the scheduled visit.

City Hall - 9090 SW 50th Place

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> <p>Schefflera arboricola 'trinette'</p> <p>Ficus microcarpa 'green island'</p> <p>Podocarpus macrophyllus- Podocarpus</p> <p>Rondeletia leucophylla-Panama Rose</p> </div> <div style="width: 15%;"> <p>24"- 48"</p> <p>18" - 24"</p> <p>60"</p> <p>24"-30"</p> </div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Community Center – 9000 SW 50th Place

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Schefflera arboricola 'trinette'</p> <p>Ficus microcarpa 'green island'</p> <p>Podocarpus macrophyllus- Podocarpus</p> <p>Alternanthera- Jacob's Coat (or other)</p> </div> <div style="width: 35%;"> <p>24" - 36"</p> <p>18" - 24"</p> <p>48"</p> <p>1' below var. arboricola</p> </div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Suellen H. Fardelmann Sports Complex – 10300 Stirling Road

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Schefflera arboricola 'trinette'</p> <p>Schefflera arboricola 'trinette'</p> <p>Schefflera arboricola 'trinette'</p> <p>Chrysobalanus icaco- Cocoplum</p> <p>Chrysobalanus icaco- Cocoplum</p> </div> <div style="width: 35%;"> <p>36"- 42" concession bldg.</p> <p>36" entrance sign</p> <p>24"-36" corner sign planter</p> <p>72"-84" NE corner</p> <p>72" SE corner along wall</p> </div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Flamingo West Sports Complex – 6201 S Flamingo Road

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Schefflera arboricola 'trinette'</p> <p>Psychotria nervosa- Wild Coffee</p> <p>Psychotria nervosa- Wild Coffee (walk path)</p> <p>Chrysobalanus icaco- Cocoplum</p> <p>Hamelia patens – Firebush</p> <p>Clusia guttifera- Dwarf Clusia</p> <p>Ornamental grasses</p> </div> <div style="width: 35%;"> <p>36"</p> <p>36" fence lines</p> <p>no trimming unless directed</p> <p>36"-42"</p> <p>36" - 42"</p> <p>42" below decorative band</p> <p>Coned over 2x per year</p> </div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Stirling Springs Wall– SW 100th Avenue

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Podocarpus macrophyllus- Podocarpus At top of wall

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

90th Avenue Median- north end

Pruning													
Work Performed	Description and Frequency												
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months.												
	<table> <tr> <td>Schefflera arboricola 'trinette'</td> <td>36" around royal palms</td> </tr> <tr> <td>Schefflera arboricola 'trinette'</td> <td>24"</td> </tr> <tr> <td>Viburnum suspensum</td> <td>48"</td> </tr> <tr> <td>Acalypha sp.- Copperleaf</td> <td>48"</td> </tr> <tr> <td>Croton sp.- 'Mamey'</td> <td>36"</td> </tr> <tr> <td>Ficus microcarpa 'Green Island'</td> <td>12"- 18"</td> </tr> </table>	Schefflera arboricola 'trinette'	36" around royal palms	Schefflera arboricola 'trinette'	24"	Viburnum suspensum	48"	Acalypha sp.- Copperleaf	48"	Croton sp.- 'Mamey'	36"	Ficus microcarpa 'Green Island'	12"- 18"
Schefflera arboricola 'trinette'	36" around royal palms												
Schefflera arboricola 'trinette'	24"												
Viburnum suspensum	48"												
Acalypha sp.- Copperleaf	48"												
Croton sp.- 'Mamey'	36"												
Ficus microcarpa 'Green Island'	12"- 18"												

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

90th Avenue Median- south end

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Schefflera arboricola 'trinette' 36" Acalypha sp.- Copperleaf 36"

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

West Utility Water Plant
11701 SW 49th Street

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Schefflera arboricola 'trinette'</p> <p>Chrysobalanus icaco- Cocoplum</p> <p>Hamelia patens- Firebush</p> <p>Podocarpus macrophyllus- podocarpus</p> </div> <div style="width: 35%;"> <p>30" (below safety signage)</p> <p>To top of fence</p> <p>36" - 48"</p> <p>To top of control panel</p> </div> </div>

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Neighborhood Parks-Citywide

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. All shrubs and hedges around irrigation pumps, park identification signs, fence lines, etc....within park

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

Roadway Sign Planters-Citywide

Pruning	
Work Performed	Description and Frequency
Hedges & Shrubs	Trimmed so as to be uniformly and evenly manicured during designated maintenance months. Ensure wording on sign is visible at all times.

Weed Removal	
Work Performed	Description and Frequency
Weed removal in all bedding areas	Mechanical or chemical control performed every service of every month.
Vine control	Manual removal of any and all unintentional vines growing in and on all plants, ground covers or tree trunks. Service performed during the scheduled visit.

[END OF DETAILED LANDSCAPE MAINTENANCE SCOPE OF WORK]

SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

6.1 EVALUATION COMMITTEE

Proposals submitted will be evaluated by an Evaluation Committee. The Evaluation Committee shall be selected by the City's City Manager.

6.2 REVIEW OF PROPOSALS

The Evaluation Committee will use points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional costs will be assigned to other Proposers. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

6.3 EVALUATION CRITERIA

Proposals will be evaluated using the following factors. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

CRITERIA	MAXIMUM POINTS
1. Company's Qualifications and Experience and Key Professional Personnel A. Qualifications and experience of the proposing company and City assigned staff. B. Number of years this company has been in business. C. References. D. Experience conducting similar work. E. Ability to comply with the full scope of the specifications.	30
2. Technical Approach A. Understanding of the scope of work B. Technical soundness of proposal C. Quality and thoroughness of the submitted proposal D. Adhere to specifications and requirements of the RFP	20
3. Financial Stability	10
4. Cost Proposal A. Cost Effectiveness	40
TOTAL POSSIBLE POINTS:	100

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. It may be a two-step process. In step one the committee will evaluate all responsive

proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

NOTE REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

FORMULA EXAMPLE				
Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points <i>(lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth</i>	Total Points Awarded - Round to the nearest tenth
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

6.4 FINAL SELECTION

The City Commission of the City of Cooper City will award the Proposal deemed most qualified based on the submittal criteria.

6.5 RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

[END OF SECTION]

SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.34, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division
9090 SW 50 Place
Cooper City, Florida 33328
(954) 434-4300, 268
Purchasing@CooperCityFL.org

7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by **Thursday, May 5, 2022, 3:00 PM EST** for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. One (1) **ELECTRONIC** copy (flash drive)

All proposals shall address and be presented as outlined below:

A. Title Page: List the following:

1. RFP 2022-2-HR, CITYWIDE LANDSCAPING SERVICES
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

Section 1 – Introduction Letter (Limit to two pages)

- A. An introduction letter introducing the Company including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff.
- B. In the letter, the Proposer must name the principal or other employee or the firm that shall be designated as the Insurance Brokerage Services. This person shall be considered the primary person responsible for this contract.
- C. Summarize in a brief and concise manner, the proposers understanding of the work to be performed, the commitment to perform the work, and a statement of why the firm believes it is best qualified to provide the services.
- D. An authorized agent of the Proposer must sign the Introduction Letter.

Section 2 – Approach to the Project

The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- A. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services. Include the methodology intended to conduct the Risk Assessment and audits.
- B. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project Describe involvement of City Staff
- C. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Section 3 – Firm Qualifications and Experience

Provide references for the last five (5) years for which your firm provided a similar service of the scope and nature required by this RFP similar in size and scope to the City's request. These references must include, as a minimum: name of company, contact person, address, telephone number and email address. References shall include the general description of the project, the dates, and whether timelines were met. The City of Cooper City may not be used as a reference.

- A. Contractors shall demonstrate financial stability. Contractors shall provide a statement of the Contractor's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent audited annual financial statements. In the event the Contractors does not have audited financial statements, the Contractors may substitute non-audited financial statements OR complete federal tax returns for the last two years. Financial statements provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. Sensitive confidential information may be redacted on the statements/ federal tax returns. This information will be reviewed by the Finance Technical Staff.
- B. Letters of Commendations or Recommendation may be included in this section.

Section 4 – Operational Information

Proposers shall submit the following information as described below:

- A. Provide an organization chart showing all key personnel, including their titles, to be assigned to this contract. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. "All key personnel" includes all partners, managers, seniors and other professional staff that will perform work and/or services in this contract.
- B. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
- C. Describe the experience, qualifications, ability to meet schedules, and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
- D. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal.

Section 5 – Cost Proposal

The Cost Proposal Sheet is included in this RFP as Page 5 of 5 of Attachment A. The cost proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The cost evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED "SEALED PRICING SHEET FOR CITYWIDE LANDSCAPING SERVICES"

Section 6 – Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

Section 7 – Any Additional Information deemed relevant by the Proposer to this contract.

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida 33328

[END OF SECTION]

City of Cooper City, Florida
Proposal Form

CITYWIDE LANDSCAPING SERVICES

RFP 2022-3-PW

Proposal Due: Thursday, May 5, 2022

For Information Contact:

The Purchasing Division
Purchasing@CooperCityFL.org

Release Date: Thursday, March 24, 2022

Submitted by: _____
(Company name)

ATTACHMENT A

(Page 2 of 5)

Project: CITYWIDE LANDSCAPING SERVICES
Contract Identification: RFP 2022-3-PW
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:
 - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
 - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
 - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
 - f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.
5. Addenda, Additional Information-Contact Purchasing Division
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

ATTACHMENT A

(Page 3 of 5)

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, April 28, 2022 at 5:00PM.**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form
	Payment/Performance Bond Form

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

ATTACHMENT A
(Page 4 of 5)
Bidder's Contact Information

Name of Company: _____

Address: _____

Type of Business _____

Company's Website: _____

Authorized Signatory Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Remit to Address: _____

Remit to Contact: Name: _____ Tel: _____

Remit to Email: _____

ATTACHMENT A

(Page 5 of 5)

**COST PROPOSAL SHEET
FOR
CITYWIDE LANSCAPING SERVICES**

MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

TOTAL COST PROPOSAL PER YEAR \$ _____

Subtotal Grounds Mowing \$ _____

Subtotal Grounds Maintenance \$ _____

Subtotal Additional Services \$ _____

COST PROPOSAL IN WORDS _____

Submitted by: _____
(Print)

Authorized Signature: _____
(Sign)

Title: _____

Company Name: _____

STATE: **FLORIDA**

COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.

Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

GROUNDS MOWING

	NUMBER OF		COST PER	ANNUAL
<i>ROADS / MEDIANS / SWALES</i>				
1 - Griffin Road	32	X		\$
2 - Stirling Road	32	X		\$
3 - Sheridan Street	32	X		\$
4 - Pine Island Road	32	X		\$
5 - Palm Avenue "South " (SW 100 Ave - Stirling to Sheridan)	32	X		\$
6 - Jerry Morgan Park	32	X		\$
7 - Hiatus Road	32	X		\$
8 - Flamingo Road	32	X		\$
9 - SW 90th Avenue	32	X		\$
10 - Palm Avenue "North" (SW 100 Ave - Griffin to Stirling)	32	X		\$
11 - NW 97th Avenue	32	X		\$
12 - Stirling Springs	32	X		\$
<i>SUBTOTAL - ROADS / MEDIANS / SWALES:</i>				<i>\$</i>

<i>CITY BUILDINGS / FACILITIES / PARKS</i>				
13 - Community Center / City Hall / Memorial Park	32	X		\$
14 - Fire Department	32	X		\$
15 - Police Department	32	X		\$
16 - Pool & Tennis Center	32	X		\$
17 - Suellen H. Fardelmann Sports Complex	32	X		\$
18 - Pioneer Middle School- P.E. field				NONE
19 - Ellie Kozak (Country Address) Park	32	X		\$
20 - Encore Park	32	X		\$
21 - Colony Park	32	X		\$
22 - Coopers Pointe Park	32	X		\$
23 - Diamond Head Park	32	X		\$
24 - Ted Ferone (106th) Park	32	X		\$
25 - Forest Lake Jr. Park	32	X		\$
26 - Forest Lake Park	32	X		\$
27 - Tamarind Park	32	X		\$
28 - Rock Creek Park	32	X		\$
29 - Flamingo West Sports Complex	32	X		\$

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

GROUNDS MOWING (CONTINUED)

<i>CITY BUILDINGS / FACILITIES / PARKS (continued)</i>				
LOCATION	NUMBER OF SERVICES		COST PER SERVICE	ANNUAL COST
29 – Flamingo Park	32	X		\$
30 – Poinciana Park	32	X		\$
31 – Natalie's Cove Park	32	X		\$
32 – Fleet Maintenance Facility	32	X		\$
33 – Pine Lake Park	32	X		\$
34 – Chase Park	32	X		\$
35 – Christie Schafale Park	32	X		\$
36 – Dawn Park	32	X		\$
37 – Stirling Palm Park	32	X		\$
<i>SUBTOTAL – BLDGS/FACILITIES/PARKS:</i>				\$

<i>RIGHTS OF WAY / EASEMENTS</i>				
38 - SW 55th Street / SW 113th Avenue	32	X		\$
39 - SW 55th Street / SW 114th Avenue	32	X		\$
40 - Pioneer Middle School	32	X		\$
41 - Flamingo Peninsula & Berm	32	X		\$
42 - SW 49th Street	32	X		\$
43 - Dog Patch Park	32	X		\$
44 - Street end, SW 52 nd Street / SW 92 nd Terrace	32	X		\$
45 - Street end, SW 50 th Street / SW 88 th Terrace	32	X		\$
46 - SW 49th Street & SW 89th Terrace	32	X		\$
47 - SW 49th Street & SW 118th Avenue	32	X		\$
<i>SUBTOTAL – RIGHTS OF WAY / EASEMENTS:</i>				\$

<i>DRAINAGE AREAS / CANAL BANKS</i>				
48 a - Griffin Road Retention Pond (9300 Block)	32	X		\$
b - Griffin Road Retention Pond (10400 Block)	32	X		\$
c - Griffin Road Retention Pond (11200 Block)	32	X		\$
49 - 106 th Avenue, West Swale	32	X		\$
<i>SUBTOTAL – DRAINAGE AREAS /CANAL BANKS:</i>				\$

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

GROUNDS MOWING (continued)

<i>STORAGE COMPOUNDS</i>				
LOCATION	NUMBER OF SERVICES		COST PER SERVICE	ANNUAL COST
50 - East Vehicle Storage Compound	32	X		\$
51 - West Vehicle Storage Compound	32	X		\$
<i>SUBTOTAL – STORAGE COMPOUNDS:</i>				<i>\$</i>

<i>UTILITY PLANTS / LIFT STATION</i>				
52 - West Utilities Compound	32	X		\$
53 - Pine Island Road Plant	32	X		\$
54 - Lift Station	32	X		\$
<i>SUBTOTAL – UTILITIES PLANTS / LIFT STATION:</i>				<i>\$</i>

<i>GRAND TOTAL GROUNDS MOWING:</i>	<i>\$</i>
---	------------------

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET

MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

LANDSCAPE MAINTENANCE

WEED CONTROL IN LANDSCAPE MAINTENANCE AREAS SHALL BE PERFORMED EVERY SERVICE OCCURRENCE, REGARDLESS OF THE PRUNING SCHEDULE.

LOCATION	# OF SVCS	COST PER SERVICE	ANNUAL COST
1 PINE ISLAND ROAD West Swale - Griffin Road to Stirling Road Pruning	8	\$	\$
2 GRIFFIN ROAD South Swale Wall - 8800 - 9500 block Pruning	8	\$	\$
3 GRIFFIN ROAD Medians - Pine Island Road To Flamingo Road Pruning	8	\$	\$
4 FLAMINGO ROAD East Swale Wall - Stirling Road to FPL Sub Station Pruning	8	\$	\$
5 FLAMINGO ROAD Medians - Griffin Road To Sheridan Street Pruning	8	\$	\$
6 STIRLING ROAD North Swale -SW 113th Avenue to SW 120th Ave Pruning includes weed control	8	\$	\$
7 SHERIDAN STREET South Swale - University Dr to Pine Island Rd Pruning	8	\$	\$
8 PALM AVENUE Medians - Stirling Road to Sheridan Street Pruning	8	\$	\$
9 POLICE DEPARTMENT Pruning	8	\$	\$
10 POOL AND TENNIS CENTER			

Pruning	8	\$	\$
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Authorized Signature

Company Name

Date

COST PROPOSAL SHEET

MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

LANDSCAPE MAINTENANCE

WEED CONTROL IN LANDSCAPE MAINTENANCE AREAS SHALL BE PERFORMED EVERY SERVICE OCCURRENCE, REGARDLESS OF THE PRUNING SCHEDULE.

LOCATION	# OF SVCS	COST PER SERVICE	ANNUAL COST
11 EAST RV STORAGE COMPOUND Pruning	8	\$	\$
12 WEST RV STORAGE COMPOUND Pruning	8	\$	\$
13 PINE ISLAND ROAD UTILITY PLANT Pruning	8	\$	\$
14 SW 100th AVENUE Griffin Road to Stirling Road Pruning	8	\$	\$
15 Jerry Morgan PARK Pruning	8	\$	\$
16 Suellen H Fardelmann Sports Complex Pruning	8	\$	\$
17 Flamingo West Sports Complex Pruning	8	\$	\$
18 Public Works Office Pruning	8	\$	\$
19 City Hall Pruning	8	\$	\$
20 Community Center Pruning	8	\$	\$
21 Stirling Springs Wall Pruning	8	\$	\$
22 90th Avenue Medians (north & south) Pruning	8	\$	\$
23 West Utility Water Plant Pruning	8	\$	\$
24 Neighborhood Parks-Citywide Pruning	8	\$	\$
25 Roadway Sign Planters- Citywide			

Pruning	8	\$	\$
GRAND TOTAL LANDSCAPE MAINTENANCE:			\$

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Additional Services

Below are additional services that may be requested by the City. These services are not specifically listed in the City's Scope of Work; therefore, are not a factor in the City's bid evaluation.

Service	Unit	Price
Daily (7 days) Roadway Trash/Debris Removal	* Below Listed Locations ROW, Medians & Canal Banks	Per day price \$
Fertilization	Per locations listed in contract-turf, shrub beds and palms	See separate price sheet
Herbicide of turf areas	Per locations listed in contract	See separate price sheet
Mulching	Per locations listed in contract	See separate price sheet
Hedge Trimming- Sheridan Street ficus: east of Douglas Road to west of University Drive	Per Linear Foot: 8' height 10' height 12' height	\$ \$ \$ \$
Tree \$ Palm Pruning	Per locations listed in contract: as needed	See separate price sheet
Misc. Services Labor	Per Hour	\$

- Griffin Road: Flamingo Road to Pine Island Road (includes canal bank and wall)**
- Flamingo Road: Griffin Road to Sheridan Street (includes canal bank)**
- Stirling Road: Flamingo Road to Pine Island Road**
- Sheridan Street: Flamingo Road to Palm Avenue**
- Pine Island Road: Griffin Road to Stirling Road**
- 90th Avenue: north & south medians; west swale, Dudley Road to Stirling Road; east swale, south bridge to Stirling Road**
- Palm Avenue: Griffin Road to Sheridan Street**
- Hiatus Road: Stirling Road north to 55th Street**
- SW 116th, 118th Avenue medians and ROW @ Stirling Road**
- SW 106th Avenue: ROW: Griffin Road to Stirling Rd and south median @ Stirling Road**

***** All visible trash as well as trash hidden within shrub beds must be removed daily from locations *****

The following price sheets cover potential selective services in addition to Grounds Maintenance Costs

COST PROPOSAL SHEET

MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Fertilization

<i>ROADS / MEDIANS / SWALES</i>					
LOCATION	PALMS	TREES	SHRUBS	TURF	COST
1 - Griffin Road	\$	\$	\$	\$	\$
2 - Stirling Road	\$	\$	\$	\$	\$
3 - Sheridan Street	\$	\$	\$	\$	\$
4 - Pine Island Road	\$	\$	\$	\$	\$
5 - Palm Avenue "South " (SW 100 Ave - Stirling to Sheridan)	\$	\$	\$	\$	\$
6 - Jerry Morgan Park	\$	\$	\$	\$	\$
7 - Hiatus Road	NONE	NONE	NONE	\$	\$
8 - Flamingo Road	\$	\$	\$	\$	\$
9 - SW 90th Avenue	\$	\$	\$	\$	\$
10 - Palm Avenue "North" (SW 100 Ave - Griffin to Stirling)	\$	\$	\$	\$	\$
11 - NW 97th Avenue	NONE	NONE	NONE	\$	\$
12 - Stirling Springs	\$	\$	\$	\$	\$
<i>SUBTOTAL - ROADS / MEDIANS / SWALES:</i>					\$

<i>CITY BUILDINGS / FACILITIES / PARKS</i>					
LOCATION	PALMS	TREES	SHRUBS	TURF	COST
13 - Community Center / City Hall / Memorial Park	\$	\$	\$	\$	\$
14 - Fire Department	\$	\$	\$	\$	\$
15 - Police Department	\$	\$	\$	\$	\$
16 - Pool & Tennis Center	\$	\$	\$	\$	\$

17 – Suellen H. Fardelmann Sports Complex	\$	\$	\$	\$	\$
18 - Pioneer Middle School- P.E. field	NONE	NONE	NONE	NONE	NONE
19 - Ellie Kozak (Country Address) Park	\$	\$	\$	\$	\$
20 - Encore Park	\$	\$	\$	\$	\$
21 - Colony Park	\$	\$	\$	\$	\$
22 - Coopers Pointe Park	\$	\$	\$	\$	\$
23 - Diamond Head Park	\$	\$	\$	\$	\$
24 - Ted Ferone (106th) Park	\$	\$	\$	\$	\$
25 - Forest Lake Jr. Park	\$	\$	\$	\$	\$
26 - Forest Lake Park	\$	\$	\$	\$	\$
27 - Tamarind Park	\$	\$	\$	\$	\$
28 - Rock Creek Park	\$	\$	\$	\$	\$
29 – Flamingo West Sports Complex	\$	\$	\$	\$	\$

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Fertilization (CONTINUED)

BID FORM

FERTILIZATION (continued)

<i>CITY BUILDINGS / FACILITIES / PARKS (continued)</i>					
LOCATION					COST
29 – Flamingo Park	\$	\$	\$	\$	\$
30 – Poinciana Park	\$	\$	\$	\$	\$
31 – Natalie's Cove Park	\$	\$	\$	\$	\$
32 – Fleet Maintenance Facility	NONE	NONE	NONE	NONE	NONE
33 – Pine Lake Park	\$	\$	\$	\$	\$
34 – Chase Park	\$	\$	\$	\$	\$
35 – Christie Schafale Park	\$	\$	\$	\$	\$
36 – Dawn Park	\$	\$	\$	\$	\$
37 – Stirling Palm Park	\$	\$	\$	\$	\$
<i>SUBTOTAL – BLDGS/FACILITIES/PARKS:</i>					\$

<i>RIGHTS OF WAY / EASEMENTS</i>					
38 - SW 55th Street / SW 113th Avenue	NONE	NONE	NONE	NONE	NONE
39 - SW 55th Street / SW 114th Avenue	NONE	NONE	NONE	NONE	NONE
40 - Pioneer Middle School	NONE	NONE	NONE	NONE	NONE
41 - Flamingo Peninsula & Berm	NONE	NONE	NONE	NONE	NONE
42 - SW 49th Street	NONE	NONE	NONE	NONE	NONE
43 - Dog Patch Park	NONE	NONE	NONE	NONE	NONE
44 - Street end, SW 52 nd Street / SW 92 nd Terrace	NONE	NONE	NONE	NONE	NONE
45 - Street end, SW 50 th Street / SW 88 th Terrace	NONE	NONE	NONE	NONE	NONE
46 - SW 49th Street & SW 89th Terrace	NONE	NONE	NONE	NONE	NONE
47 - SW 49th Street & SW 118th Avenue	NONE	NONE	NONE	NONE	NONE
<i>SUBTOTAL – RIGHTS OF WAY / EASEMENTS:</i>					\$

<i>DRAINAGE AREAS / CANAL BANKS</i>					
48 a - Griffin Road Retention Pond (9300 Block)	NONE	NONE			

			NONE	NONE	NONE
b - Griffin Road Retention Pond (10400 Block)	NONE	NONE	NONE	NONE	NONE
c - Griffin Road Retention Pond (11200 Block)	NONE	NONE	NONE	NONE	NONE
49 - 106 th Avenue, West Swale	NONE	NONE	NONE	NONE	NONE
<i>SUBTOTAL – DRAINAGE AREAS /CANAL BANKS:</i>					NONE

(Page 2 of 3)

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Fertilization (CONTINUED)

<i>STORAGE COMPOUNDS</i>					
<i>LOCATION</i>	<i>PALMS</i>	<i>TREES</i>	<i>SHRUBS</i>	<i>TURF</i>	<i>COST</i>
50 - East Vehicle Storage Compound	\$	\$	\$	\$	\$
51 - West Vehicle Storage Compound	\$	\$	\$	\$	\$
<i>SUBTOTAL – STORAGE COMPOUNDS:</i>					<i>\$</i>

<i>UTILITY PLANTS / LIFT STATION</i>					
52 - West Utilities Compound	NONE	NONE	NONE	NONE	NONE
53 - Pine Island Road Plant	NONE	NONE	NONE	NONE	NONE
54 - Lift Station	NONE	NONE	NONE	NONE	NONE
<i>SUBTOTAL – UTILITIES PLANTS / LIFT STATION:</i>					<i>\$</i>

<i>GRAND TOTAL GROUNDS FERTILIZATION:</i>					<i>\$</i>
--	--	--	--	--	------------------

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

HERBICIDE OF TURF AREAS

LOCATION	COST
<i>ROADS / MEDIANS / SWALES</i>	
1 - Griffin Road	\$
2 - Stirling Road	\$
3 - Sheridan Street	\$
4 - Pine Island Road	\$
5 - Palm Avenue "South " (SW 100 Ave - Stirling to Sheridan)	\$
6 - Jerry Morgan Park	\$
7 - Hiatus Road	\$
8 - Flamingo Road	\$
9 - SW 90th Avenue	\$
10 - Palm Avenue "North" (SW 100 Ave - Griffin to Stirling)	\$
11 - NW 97th Avenue	NONE
12 - Stirling Springs	\$
<i>SUBTOTAL - ROADS / MEDIANS / SWALES:</i>	
	\$

<i>CITY BUILDINGS / FACILITIES / PARKS</i>	
13 - Community Center / City Hall / Memorial Park	\$
14 - Fire Department	\$
15 - Police Department	\$
16 - Pool & Tennis Center	\$
17 - Suellen H. Fardelmann Sports Complex	\$
18 - Pioneer Middle School- P.E. field	NONE
19 - Ellie Kozak (Country Address) Park	\$
20 - Encore Park	\$
21 - Colony Park	\$
22 - Coopers Pointe Park	\$
23 - Diamond Head Park	\$
24 - Ted Ferone (106th) Park	\$
25 - Forest Lake Jr. Park	\$
26 - Forest Lake Park	\$
27 - Tamarind Park	\$

28 - Rock Creek Park	\$
29 - Flamingo West Sports Complex	\$

HERBICIDE

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Herbicide (CONTINUED)

<i>CITY BUILDINGS / FACILITIES / PARKS (continued)</i>	
LOCATION	COST
29 – Flamingo Park	\$
30 – Poinciana Park	\$
31 – Natalie's Cove Park	\$
32 – Fleet Maintenance Facility	NONE
33 – Pine Lake Park	\$
34 – Chase Park	\$
35 – Christie Schafale Park	\$
36 – Dawn Park	\$
37 – Stirling Palm Park	\$
<i>SUBTOTAL – BLDGS/FACILITIES/PARKS:</i>	
	\$

<i>RIGHTS OF WAY / EASEMENTS</i>	
38 - SW 55th Street / SW 113th Avenue	NONE
39 - SW 55th Street / SW 114th Avenue	NONE
40 - Pioneer Middle School	NONE
41 - Flamingo Peninsula & Berm	NONE
42 - SW 49th Street	NONE
43 - Dog Patch Park	NONE
44 - Street end, SW 52 nd Street / SW 92 nd Terrace	NONE
45 - Street end, SW 50 th Street / SW 88 th Terrace	NONE
46 - SW 49th Street & SW 89th Terrace	NONE
47 - SW 49th Street & SW 118th Avenue	NONE
<i>SUBTOTAL – RIGHTS OF WAY / EASEMENTS:</i>	
	NONE

<i>DRAINAGE AREAS / CANAL BANKS</i>	
48 a - Griffin Road Retention Pond (9300 Block)	NONE
b - Griffin Road Retention Pond (10400 Block)	NONE
c - Griffin Road Retention Pond (11200 Block)	NONE
49 - 106 th Avenue, West Swale	NONE
<i>SUBTOTAL – DRAINAGE AREAS /CANAL BANKS:</i>	
	NONE

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Herbicide (CONTINUED)

<i>STORAGE COMPOUNDS</i>	
LOCATION	COST
50 - East Vehicle Storage Compound	NONE
51 - West Vehicle Storage Compound	NONE
<i>SUBTOTAL – STORAGE COMPOUNDS:</i>	<i>NONE</i>

<i>UTILITY PLANTS / LIFT STATION</i>	
52 - West Utilities Compound	NONE
53 - Pine Island Road Plant	NONE
54 - Lift Station	NONE
<i>SUBTOTAL – UTILITIES PLANTS / LIFT STATION:</i>	<i>NONE</i>

<i>GRAND TOTAL HERBICIDE:</i>	<i>NONE</i>
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Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Mulching

LOCATION

<i>ROADS / MEDIANS / SWALES</i>				
	PALMS	TREES	SHRUBS	COST
1 - Griffin Road	\$	\$	\$	\$
2 - Stirling Road	\$	\$	\$	\$
3 - Sheridan Street	\$	\$	\$	\$
4 - Pine Island Road	\$	\$	\$	\$
5 - Palm Avenue "South " (SW 100 Ave - Stirling to Sheridan)	\$	\$	\$	\$
6 - Jerry Morgan Park	\$	\$	\$	\$
7 - Hiatus Road	\$	\$	\$	\$
8 - Flamingo Road	\$	\$	\$	\$
9 - SW 90th Avenue	\$	\$	\$	\$
10 - Palm Avenue "North" (SW 100 Ave - Griffin to Stirling)	\$	\$	\$	\$
11 - NW 97th Avenue	NONE	NONE	NONE	NONE
12 - Stirling Springs	\$	\$	\$	\$
<i>SUBTOTAL - ROADS / MEDIANS / SWALES:</i>				\$

<i>CITY BUILDINGS / FACILITIES / PARKS</i>				
13 - Community Center / City Hall / Memorial Park	\$	\$	\$	\$
14 - Fire Department	\$	\$	\$	\$
15 - Police Department	\$	\$	\$	\$
16 - Pool & Tennis Center	\$	\$	\$	\$
17 - Suellen H. Fardelmann Sports Complex	\$	\$	\$	\$
18 - Pioneer Middle School- P.E. field	NONE	NONE	NONE	NONE
19 - Ellie Kozak (Country Address) Park	\$	\$	\$	\$
20 - Encore Park	\$	\$	\$	\$
21 - Colony Park	\$	\$	\$	\$
22 - Coopers Pointe Park	\$	\$	\$	\$
23 - Diamond Head Park	\$	\$	\$	\$
24 - Ted Ferone (106th) Park	\$	\$	\$	\$
25 - Forest Lake Jr. Park	\$	\$	\$	\$
26 - Forest Lake Park	\$	\$	\$	\$
27 - Tamarind Park	\$	\$	\$	\$

28 - Rock Creek Park	\$	\$	\$	\$
29 – Flamingo West Sports Complex	\$	\$	\$	\$

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Mulching (CONTINUED)

<i>CITY BUILDINGS / FACILITIES / PARKS (continued)</i>				
LOCATION	PALMS	TREES	SHRUBS	COST
29 – Flamingo Park	\$	\$	\$	\$
30 – Poinciana Park	\$	\$	\$	\$
31 – Natalie's Cove Park	\$	\$	\$	\$
32 – Fleet Maintenance Facility	NONE	NONE	NONE	NONE
33 – Pine Lake Park	\$	\$	\$	\$
34 – Chase Park	\$	\$	\$	\$
35 – Christie Schafale Park	\$	\$	\$	\$
36 – Dawn Park	\$	\$	\$	\$
37 – Stirling Palm Park	\$	\$	\$	\$
<i>SUBTOTAL – BLDGS/FACILITIES/PARKS:</i>				\$

<i>RIGHTS OF WAY / EASEMENTS</i>				
38 - SW 55th Street / SW 113th Avenue	NONE	NONE	NONE	\$ NONE
39 - SW 55th Street / SW 114th Avenue	NONE	NONE	NONE	\$ NONE
40 - Pioneer Middle School	NONE	NONE	NONE	\$ NONE
41 - Flamingo Peninsula & Berm	NONE	NONE	NONE	\$ NONE
42 - SW 49th Street	NONE	NONE	NONE	\$ NONE
43 - Dog Patch Park	NONE	NONE	NONE	NONE
44 - Street end, SW 52 nd Street / SW 92 nd Terrace	NONE	NONE	NONE	NONE
45 - Street end, SW 50 th Street / SW 88 th Terrace	NONE	NONE	NONE	NONE
46 - SW 49th Street & SW 89th Terrace	NONE	NONE	NONE	\$ NONE
47 - SW 49th Street & SW 118th Avenue	NONE	NONE	NONE	NONE
<i>SUBTOTAL – RIGHTS OF WAY / EASEMENTS:</i>				\$

<i>DRAINAGE AREAS / CANAL BANKS</i>				
48 a - Griffin Road Retention Pond (9300 Block)	NONE	NONE	NONE	\$ NONE
b - Griffin Road Retention Pond (10400 Block)	NONE	NONE	NONE	\$ NONE
c - Griffin Road Retention Pond (11200 Block)	NONE	NONE	NONE	\$ NONE

49 - 106 th Avenue, West Swale	NONE	NONE	NONE	\$ NONE
<i>SUBTOTAL – DRAINAGE AREAS /CANAL BANKS:</i>			<i>\$ NONE</i>	

Authorized Signature

Company Name

Date

COST PROPOSAL SHEET
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Mulching (CONTINUED)

<i>STORAGE COMPOUNDS</i>				
LOCATION	PALMS	TREES	SHRUBS	COST
50 - East Vehicle Storage Compound	\$	\$	\$	\$
51 - West Vehicle Storage Compound	\$	\$	\$	\$
<i>SUBTOTAL – STORAGE COMPOUNDS:</i>				\$

<i>UTILITY PLANTS / LIFT STATION</i>				
52 - West Utilities Compound	NONE	NONE	NONE	NONE
53 - Pine Island Road Plant	\$	\$	\$	\$
54 - Lift Station	NONE	NONE	NONE	\$ NONE
<i>SUBTOTAL – UTILITIES PLANTS / LIFT STATION:</i>				\$

<i>GRAND TOTAL MULCHING:</i>	\$
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Authorized Signature

Company Name

Date

**ATTACHMENT B
REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: _____
ADDRESS: _____
CONTACT NAME & TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____
CONTRACT PERIOD: FROM: _____ TO: _____

2. ENTITY/COMPANY NAME: _____
ADDRESS: _____
CONTACT NAME & TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____
CONTRACT PERIOD: FROM: _____ TO: _____

3. ENTITY/COMPANY NAME: _____
ADDRESS: _____
CONTACT NAME & TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____
CONTRACT PERIOD: FROM: _____ TO: _____

This page shall be completed IN FULL and submitted with your bid/proposal.

ATTACHMENT C

(Page 1 of 2)

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

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

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

ATTACHMENT C

(Page 2 of 2)

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

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

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
<i>Name of person making statement</i>	

<i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____
<i>Name of Notary Typed, Printed, or Stamped</i>	
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
<i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- | | | | |
|-----|-------|---|---------|
| The | _____ | (a) Maintaining, defending, or settling any proceedings. | list of |
| | _____ | (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs. | |
| | _____ | (c) Maintaining bank accounts. | |
| | _____ | (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities. | |
| | _____ | (e) Selling through independent contractors. | |
| | _____ | (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders | |
| | _____ | (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property. | |
| | _____ | (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts. | |
| | _____ | (i) Transacting business in interstate commerce. | |
| | _____ | (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature. | |
| | _____ | (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired. | |
| | _____ | (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner. | |
| | _____ | (m) Owning, without more, real or personal property. | |

activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME

Attachment H

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.fuia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Signature of Affiant

Print Name

Date

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of	
_____, 20__, by: _____	
<i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	
_____ <i>Name of Notary Typed, Printed, or Stamped</i>	
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

Signature of Affiant

Print Name

Date

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
<i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT L

Scrutinized Companies Affidavit
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of, _____
Print Name and Title **Company Name**

certify that _____ does not:
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

COMPANY NAME

PRINT NAME & TITLE

SIGNATURE

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known ____ OR Produced Identification ____	
Type of Identification Produced _____	

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE RETURNED WITH PROPOSAL

Project Name:

Project No.:

1. Definitions:

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

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

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

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

3. Contract Termination

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

ATTACHMENT N

(Page 2 of 2)

- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

STATE: FLORIDA
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
<i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)
_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ATTACHMENT O

(Page 1 of 13)

**PUBLIC WORKS PERFORMANCE BOND
COVER SHEET**

THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05,
FLORIDA STATUTES, AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name: _____

Contractor/Principal Address: _____

Contractor/Principal Phone No. _____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No. _____ Bid No. _____

Permit No./Project No. _____

Description of Work: _____

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
COOPER CITY, FL 33328

ATTACHMENT O
(Page 2 of 13)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____ Dollars, (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No. _____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated _____, 20____, for the _____, within _____, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
 - 4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.
 - 4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.3 Complete the Contract in accordance with its terms and conditions; or

ATTACHMENT O
(Page 3 of 13)

- 4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.
5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

ATTACHMENT O
(Page 4 of 13)

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary

Principal

ATTACHMENT O
(Page 5 of 13)

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

By

Signature and Title

Type Name and Title signed above

Surety

By

Signature and Title

Type Name and Title signed above

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ATTACHMENT O
(Page 6 of 13)

ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath

ATTACHMENT O
(Page 7 of 13)

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)

**PUBLIC WORKS PAYMENT BOND
COVER SHEET**

THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name: _____

Contractor/Principal Address: _____

Contractor/Principal Phone No. _____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

ATTACHMENT O
(Page 8 of 13)

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No. _____ **Bid No.** _____

Permit No./Project No. _____

Description of Work: _____

ATTACHMENT O
(Page 9 of 13)

FORM PAYMENT BOND

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Oblige, hereinafter called OWNER, in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No. _____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
 - 2.3 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.

ATTACHMENT O
(Page 10 of 13)

- 2.4** Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

- 2.5** In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this ___ day of _____, 20_____.

SIGNATURE PAGE FOLLOWS

ATTACHMENT O
(Page 11 of 13)

WITNESSES

Secretary

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

Principal

By

Signature and Title

Type Name and Title signed above

Surety

By

Signature and Title

Type Name and Title signed above

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ATTACHMENT O
(Page 12 of 13)

ACKNOWLEDGMENT PAYMENT BOND

State of _____

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____ who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

ATTACHMENT O
(Page 13 of 13)

(AFFIX SEAL)

(Name of Corporation)

AGREEMENT

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

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

and

«Vendor_Name_Upper_Case», a **«Vendor_Business_Type»**, authorized to do business in the State of Florida, with a business address of **«Vendor_Address_Line_1», «Vendor_Address_Line_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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

**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 _____, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Solicitation Name** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**SOLICITATION #
"SOLICITATION NAME"**

1.2 On _____, the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2
SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **«Service_Description»**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in

accordance with the Scope of Services outlined in the specifications, "**«Solicitation_Type_Abbreviation» # «Solicitation_Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 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 perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3 **TERM AND TERMINATION**

3.1 The term of this Agreement is for one (1) time ONLY.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in the "**PRICING SHEET**" in Exhibit "A".

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice

the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

«Vendor_Name»
Attn: «Vendor_Contact_Title»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly 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, 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.

5.2 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 6

INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and

CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 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 7 **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The 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 subcontractor. The 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. The 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.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than

“A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 45-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance reflecting the same insurance coverage for all subcontractors utilized by Contractor pursuant to this agreement.

7.1.1 REQUIRED INSURANCE

7.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.1.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with

applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- | | | |
|---------------------------|------------|--|
| 1. Workers' Compensation: | Coverage A | Statutory |
| 2. Employers Liability: | Coverage B | \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee |

7.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

7.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.1.5 Sexual Abuse may not be excluded from any policy.

7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and

committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8 **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10 **PUBLIC RECORDS**

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

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 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;

10.1.3 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

10.1.4 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.

10.2 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org**

**ARTICLE 11
FEMA REQUIREMENTS – INTENTIONALLY OMITTED**

**ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. 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 13
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:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term

of the contract; and

(ii) 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

(iii) 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 14 **MISCELLANEOUS**

14.1 **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.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor 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 ten (10) years after the completion of all work to be performed pursuant to 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.

14.3 **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. However, 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.

14.4 **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.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by 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 Joseph Napoli
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

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
Facsimile No. (954) 771-4923

Contractor «Vendor_Contact_Title»
«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»

14.6 **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.

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

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable

shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **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.

14.11 **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.

14.12 **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.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____
CITY CLERK

By: _____
CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **«Vendor_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20____.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

IRRIGATION SYSTEM INVENTORY

Location		Pump Size	Volts/Phase	Clock Type T/ICC/ICC-H	Valve Type EL/HY/FC/VIH	# of Zones	Popups	Sm Rotors	Lg Rotors
Sheridan medians, 10600 block East Pump	AC16793/2707555559	N/A	N/A	ICC	EL	12	273		
Sheridan medians, 11500 block West Pump/11402 Sheridan	AC16135/6392155716	10	230 1	ICC	EL	11	287		
Flamingo/Sheridan sign planter/12399 Sheridan Street	AC19343/1279450587	GT 10	220	PRO C	N/A	1	10		
Flamingo Road, by Walmart/4790 Flamingo Road	AC16794/2977319520	5	230 1	ICC	EL	7	195	86	
Flamingo Road, South of 51st/5200 Flamingo Road	5J20543/9734882369	5	230 / 460 3	ICC	EL	5	62	125	
Flamingo Road, Countryside Shops/5700 Flamingo Road	5J20542/0696604297	5	230 / 460 3	ICC	EL	4	190	15	
Flamingo Road, by West Lake Blvd/3700 Flamingo Road	5J18800/0867701013	5	230 / 460 3	ICC	EL	7	80	116	
Flamingo Road, by RC Maint Bldg/2800 Flamingo Road	5J43218/7499531551	5	230 / 460 3	ICC	EL	7	40	166	
Flamingo/Griffin sign planter	7C24268	GT 10	220	T	N/A	1	10		
Griffin Road, East, bridge/ 8830 Griffin Road	AC10447/0000963405	5	230 1	ICC	EL	10	280		
Griffin Road, 90th Avenue West/ 9030 Griffin Road	AC10390/6635382408	N/A	N/A	ICC	EL	4	120		
Griffin Road, East, Shopping Ctr. E. of 100th Ave./9531 Griffin Rd	5J19203/0056662166	7.5	230 / 460 3	ICC	EL	4	120		
Griffin Road, West, 10400 block East Pump/10549 Griffin Road	5J19204/7023161164	7.5	230 / 460 3	ICC	EL	5	252		
Griffin Road, West 11200 block Center/11101 Griffin Road	5J19205/7187960161	7.5	230 / 460 3	ICC	EL	7	362		
Griffin Road, West, 11700 block West/11791 Griffin Road	5J19206/2413100161	7.5	230 / 460 3	ICC	EL	9	408		
Pine Island Road, North system/5031 North Pine Island Road	AC10392/4333832246	7.5	230 1	ICC	EL	11	200	97	
Pine Island Road, South system/5331 South Pine Island Road	AC15261/3066921184	7.5	230 1	ICC	EL	15	328	65	
Palm Avenue, North system/3880 Palm Avenue	AC10413/2724454547	GT 30	220	PRO C	FC	6	90		
Palm Avenue, Middle system/3452 Palm Avenue	AC10414/2176455536	GT 30	220	PRO C	FC/EL	8	190		
Palm Avenue, South system/2718 Palm Avenue	AC10380/1798451504	GT 30	220	PRO C	FC	6	120		

IRRIGATION SYSTEM INVENTORY

Location		Pump Size	Volts/Phase	Clock Type T/ICC/ICC-H	Valve Type EL/HY/FC/VIH	# of Zones	Popups	Sm Rotors	Lg Rotors
Community Center	6U54425	CITY	X	ICC	EL	8	33	38	
City Hall	6T59029	CITY	X	PRO C	EL - FC	3	7	8	
Memorial Park/9001 SW 51st Street	AC15262/9026056245	CITY	X	ICC	EL	19	25	114	
Police Department	6U34563	CITY	X	ICC	EL	12	200	85	
Fire Station	6U33096	CITY	X	ICC	EL	8	90	41	
West RV Compound/5800 Hiatus Road	AC19288/3404999462	GT 30	230	ICC	EL	6	64	50	
Fleet Maintenance, FOUNTAIN, FUEL PUMPS, GENERA.	AC16441/3682681253	5	208/230	ICC	EL	2	71	7	
Pool & Tennis Center ALL PUMPS	6L52338	N/A	N/A	ICC	EL	13	147	150	
Flamingo Park/5276 SW 121st Avenue	AC26657/5845855617	7.5	230 1	ICC	VIH	7	22	4	34
Flamingo Penninsula Lift Station #13/5554 Flamingo Road	5J76713/9277477288	7.5	230/460 3	ICC	EL	5			25
Natalies Cove Park Lift Sation #61/12005 SW 49th Court	5J06996/4918340227	3	208/230 1	PRO C	K RAIN	3	17	32	
Tamarind Park/5350 SW 115th Avenue	AC17957/1109658888	7.5	230	ICC	VIH	12			74
Poincianna Park Lift Station #20/5851 SW 116th Avenue	5J48690/4165552896	3	220	ICC	EL	5	35	15	
Rock Creek Playground/11610 Stonebridge Parkway	ACD4539/7464081525	CITY	-	ICC	EL	7	20	60	
Forest Lake Park/5700 SW 113th Avenue	AC13964/2559053752	N/A	N/A	ICC	VIH	24	55	18	66
Forest Lake Jr., Park/5926 SW 112th Lane	AC13966/3653545164	2	230 1	ICC	EL	4	54	22	
Stirling Palm Park/5879 SW 102nd Avenue	AC14065/2142648290	N/A	N/A	ICC	EL	10	96	129	
106th Park (Ted Ferone)/5090 SW 106th Avenue	AC15200/7571259584	5	220	ICC	HY	11	5	111	
Dawn Park /5725 SW 99th Lane	AC15265/9294253936	XSH 3.0	220	PRO C	K RAIN	4		50	
Pine Lake Park/10001 SW 49th Street	AC16829/1571358538	XSH 2.0	220	PRO C	FC	4	12	30	
Chases Park/9100 SW 49th Street	AC16765/6206859735	GT 30		PRO C	EL	2	20	22	

IRRIGATION SYSTEM INVENTORY

Location/Address	Meter/Account	Pump Size	Volts/Phase	Clock Type T/ICC/ICC-H	Valve Type EL/HY/FC/VIH	# of Zones	Popups	Sm Rotors	Lg Rotors
100th Avenue, North system/4951 SW 100th Avenue	AC16431/4127264382	5	208/230 1	ICC	EL	12	95	178	
100th Avenue, South system/5311 SW 100th Avenue	AC16432/6722470314	5	208/230 1	ICC	EL	11	165	91	
51st Street median @ 100th Avenue/10000 SW 51st Street	AC15188/0611762113	XSH 20	220	PRO C	X	1	15		
57th Street median @ 100th Avenue/5800 SW 100th Ave.	AC13967/1295359986	3	220	PRO C	K RAIN	4	65		
Stirling Springs, West system/10230 SW 56th Street	AC15210/4450805413	5	230 1	ICC	EL	3	100	10	
Stirling median, 122 Avenue/11955 Stirling Road	AC18013/7178554825	5	208/230	PRO C	EL	2	100		
Stirling median, 118 Avenue/11803 Stirling Road	AC18012/7157551883	XSH 20	230	ICC	EL	6	108	10	
Stirling median, 116 Avenue/11603 Stirling Road	AC17960/3996413500	GT 30	230	ICC	EL	8	68	43	
Stirling median, 113 Avenue/11231 Stirling Road	AC13989/2673241390	GT 2	220	ICC	EL - FC	6	50	30	
Stirling median, 106 Avenue/10700 Stirling Road	AC13994/4463651580	5	230 1	ICC	EL			104	
Stirling median, NW 100 Avenue/9800 Stirling Road	AC10420/8784718515	XSH 1.5	220	PRO C	X	1	20		
Stirling median, 97 Avenue/9700 Stirling Road	AC15270/9963780003	XSH 1.5	220	PRO C	X	1	20		
Stirling median, 8900 block/8950 Stirling Road	AC15271/1852210424	XSH 2.0	220	PRO C	FC	3	40		
Stirling median, 8800 block/8900 Stirling Road	AC15269/6832628546	XSH 2.0	220	PRO C	FC	3	30		
Stirling median, 8700 block/8700 Stirling Road	AC15245/6418907041	XSH 2.0	220	PRO C	X	1	16		
NW 97th Avenue swale (Lift Station #44)/4001 NW 97 Ave	5J92996/1774456584	GT 30	220	ICC	EL	3	95		
90th Avenue medians, North end/8990 Griffin Road	AC05102/2862756604	CITY	X	ICC	EL	5	20	12	
90th Avenue medians, South end/9000 Stirling Road	AC10528/9749450566			ICC	EL	8	41	67	
East RV Compound, 9050 SW 51 Street	AC18724/4670764069	5	230/460 3	PRO C	EL	2	40	4	
Public Works, front	6EL8923/4422951790	CITY	X	PRO C	EL	3	7	16	
Public Works, rear	6V4843	3	220	T	X	1		12	

IRRIGATION SYSTEM INVENTORY

Location	Meter	Pump Size	Volts/Phase	Clock Type T/ICC/ICC-H	Valve Type EL/HY/FC/VIH	# of Zones	Popups	Sm Rotors	Lg Rotors
Sheridan medians, 10600 block East Pump		N/A	N/A	ICC	EL	12	273		
Sheridan medians, 11500 block West Pump		10	230 1	ICC	EL	11	287		
Flamingo/Sheridan sign planter		GT 10	220	PRO C	N/A	1	10		
Flamingo Road, by Walmart		5	230 1	ICC	EL	7	195	86	
Flamingo Road, South of 51st		5	230 / 460 3	ICC	EL	5	62	125	
Flamingo Road, Countryside Shops		5	230 / 460 3	ICC	EL	4	190	15	
Flamingo Road, by West Lake Blvd		5	230 / 460 3	ICC	EL	7	80	116	
Flamingo Road, by RC Maint Bldg		5	230 / 460 3	ICC	EL	7	40	166	
Flamingo/Griffin sign planter		GT 10	220	T	N/A	1	10		
Griffin Road, East, bridge		5	230 1	ICC	EL	10.00	280		
Griffin Road, 90th Avenue West		N/A	N/A	ICC	EL	4	120		
Griffin Road, East, Shopping Center East of 100th Avenue		7.5	230 / 460 3	ICC	EL	4	120		
Griffin Road, West, 10400 block East Pump		7.5	230 / 460 3	ICC	EL	5	252		
Griffin Road, West 11200 block Center		7.5	230 / 460 3	ICC	EL	7	362		
Griffin Road, West, 11700 block West		7.5	230 / 460 3	ICC	EL	9	408		
Pine Island Road, North system		7.5	230 1	ICC	EL	11	200	97	
Pine Island Road, South system		7.5	230 1	ICC	EL	15	328	65	
Palm Avenue, North system		GT 30	220	PRO C	FC	6	90		
Palm Avenue, Middle system	5C21455	GT 30	220	PRO C	FC/EL	8	190		
Palm Avenue, South system		GT 30	220	PRO C	FC	6	120		

IRRIGATION SYSTEM INVENTORY

Location	Meter	Pump Size	Volts/Phase	Clock Type T/ICC/ICC-H	Valve Type EL/HY/FC/VIH	# of Zones	Popups	Sm Rotors	Lg Rotors
Community Center		CITY	X	ICC	EL	8	33	38	
City Hall		CITY	X	PRO C	EL - FC	3	7	8	
Memorial Park		CITY	X	ICC	EL	19	25	114	
Police Department		CITY	X	ICC	EL	12	200	85	
Fire Station		CITY	X	ICC	EL	8	90	41	
West RV Compound		GT 30	230	ICC	EL	6	64	50	
Fleet Maintenance		5	208/230	ICC	EL	2	71	7	
Pool & Tennis Center		N/A	N/A	ICC	EL	13	147	150	
Flamingo Park		7.5	230 1	ICC	VIH	7	22	4	34
Flamingo Penninsula		7.5	230/460 3	ICC	EL	5.00			25
Natalies Cover Park		3	208/230 1	PRO C	K RAIN	3	17	32	
Tamarind Park	5C914	7.5	230	ICC	VIH	12			74
Poincianna Park		3	220	ICC	EL	5	35	15	
Rock Creek Playground		CITY	-	ICC	EL	7	20	60	
Forest Lake Park		N/A	N/A	ICC	VIH	24	55	18	66
Forest Lake Jr., Park		2	230 1	ICC	EL	4	54	22	
Stirling Palm Park		N/A	N/A	ICC	EL	10	96	129	
106th Park (Ted Ferone)		5	220	ICC	HY	11	5	111	
Dawn Park		XSH 3.0	220	PRO C	K RAIN	4		50	
Pine Lake Park		XSH 2.0	220	PRO C	FC	4	12	30	
Chases Park		GT 30		PRO C	EL	2	20	22	

IRRIGATION SYSTEM INVENTORY

Location	Meter	Pump Size	Volts/Phase	Clock Type T/ICC/ICC-H	Valve Type EL/HY/FC/VIH	# of Zones	Popups	Sm Rotors	Lg Rotors
Colony Park		GT 15	220	PRO C	FINCO	2	10	8	
Coopers Pointe Park		XSH 20	220	PRO C	K RAIN	6	75	10	
Diamond Head Park		SXH 20	220	ICC	EL/HY/FC/VIH	13			
Encore Park		SXH 20	220	PRO C	FINCO	3	25	8	
Ellie Kozak Park (Country Address)		3	220	ICC - H	HY	6	14	35	
Christie Schafale Park		7.5	230 1	ICC - H	VIH	11	25	32	34
Pioneer Middle School - fields									
						2		3	47
Cooper City Sports Complex - West End		-	-	ICC	EL	5	218	47	24
Cooper City Sports Complex - Middle Clock A		20 X 2	230 - 460	ICC	EL	14	51	65	127
Cooper City Sports Complex - Middle Clock B			PH - 3	ICC	EL	17	253	110	60
Cooper City Sports Complex - East end		-	-	ICC	EL	9	116	120	82
Bill Lips Sports Complex		15 X 2	230 / 460	ICC	EL	13	62	20	125 = 195
			PH 3						