

RESOLUTION NO. 2020 - 2739

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING THE PROPOSALS AND AWARDING AGREEMENTS PURSUANT TO RFP NO. 2020-07 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES TO: (1) BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR PARKS & RECREATION FACILITIES AND TOWN PARKING LOTS, ADDITIONAL ON-DEMAND SERVICES AND DISASTER DEBRIS RECOVERY SERVICES, AND (2) SFM SERVICES, INC. FOR TOWN RIGHT-OF-WAY PROPERTIES, ADDITIONAL ON-DEMAND SERVICES AND DISASTER DEBRIS RECOVERY SERVICES; AUTHORIZING AGREEMENTS WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. AND SFM SERVICES, INC. FOR SUCH SERVICES; AUTHORIZING THE TOWN MANAGER TO FINALIZE AND ENTER INTO THE AGREEMENTS FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) wishes to procure and obtain competitive pricing for (i) comprehensive general landscaping maintenance services for the Town’s Parks & Recreation facilities, parking lots, and right-of-ways, (ii) on-demand additional services, and (iii) hurricane and storm preparation and recovery services, including disaster debris recovery services (collectively, the “Services”); and

WHEREAS, on August 26, 2020, the Town issued Request for Proposals No. 2020-07 (“RFP”) to competitively procure the Services, and received five (5) responsive proposals in response to the RFP; and

WHEREAS, the five proposals were evaluated and ranked by an Evaluation Committee; and

WHEREAS, in order to provide cost savings and efficiency, the Evaluation Committee and the Town administration recommend awarding the Services to two contractors: (1) Brightview Landscape Services, Inc. (“Brightview”) and (2) SFM Services, Inc. (“SFM Services”); and

WHEREAS, the Evaluation Committee and Town administration recommend awarding Brightview a contract for: (i) monthly general maintenance services for the Town’s Parks and Recreation facilities and parking lots at a cost of \$128,890.00 per year, (ii) additional on-demand services, and (iii) disaster debris recovery services, as needed, all in accordance with the Price Submittal Schedule Forms submitted by Brightview and attached to the Agreement; and

WHEREAS, the Evaluation Committee and Town Administration have further recommended awarding SFM Services a contract for: (i) monthly general maintenance services to include Town Right-of-Ways at a cost of \$109,540.00 per year, (ii) additional on-demand services, and (iii) disaster debris recovery services, as needed, all in accordance with the Price Submittal Schedule Forms submitted by SFM Services and attached to the Agreement; and

WHEREAS, the Town Commission wishes to award agreements for the Services to Brightview and SFM Services and authorize the Town Manager to finalize and execute the agreements, in substantially the forms attached hereto as Exhibits “A” and “B,” respectively (the “Agreements”), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that the award of the Agreements for the Services to Brightview and SFM Services and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Selection and Award of Agreement to Brightview. Brightview is selected and awarded an agreement, in substantially the same form attached hereto as Exhibit “A,” pursuant to the RFP to provide: (i) general maintenance services for the Town’s Parks and Recreation facilities and parking lots at a cost of \$128,890.00 per year, (ii) additional on-demand services, and (iii) disaster debris recovery services, as needed, all in accordance with the Price Submittal Schedule Forms affixed to the Agreement attached hereto as Exhibit “A.”

Section 3. Selection and Award of Agreement to SFM Services. SFM Services is selected and awarded an agreement, in substantially the same form attached hereto as Exhibit “B,” pursuant to the RFP to provide: (i) general maintenance services for the Town’s Right-of-Ways at a cost of \$109,540.00 per year, (ii) additional on-demand services, and (iii) disaster debris recovery services, as needed, all in accordance with the Price Submittal Schedule Forms affixed to the Agreement attached hereto as Exhibit “B.”

Section 4. Authorization and Implementation. The Town Manager and Town Officials are authorized to finalize and enter into the Agreements with Brightview and SFM Services substantially in the forms attached hereto as Exhibits “A” and “B”, respectively, subject to final approval as to form and legal sufficiency by the Town Attorney. The Town Manager and Town Officials are further authorized to take all necessary action to implement the Agreements and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 19th day of November, 2020.

Moved By: Vice Mayor Paul

Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl	<u>Yes</u>
Commissioner Eliana R. Salzhauer	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>




Charles W. Burkett, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Exhibit "A"

(Professional Services Agreement with Brightview Landscape Services, Inc.)

Exhibit "B"

(Professional Services Agreement with SFM Services, Inc.)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS AGREEMENT (this “Agreement” or this “Contract”) is made effective as of the _____ day of _____, 2020 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation (hereinafter the “Town”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Florida corporation (hereinafter, the “Contractor”).

WHEREAS, on August 26, 2020, the Town issued Request for Proposals (RFP) No. 2020-07 seeking qualified firms for Comprehensive Landscape Maintenance and Related Services, which RFP is incorporated herein by reference; and

WHEREAS, Contractor submitted a proposal in response to the RFP for general landscape maintenance services, including additional on-demand services and Disaster Debris Recovery Services; and

WHEREAS, after reviewing the proposals submitted in response to the RFQ, the Evaluation Committee and Town administration recommended entering into a non-exclusive professional services agreement for the provision of (i) general landscape maintenance services for the Town’s Parks and Recreation Facilities and Parking Lots (the “Landscape Maintenance Services”), (ii) additional on-demand services (“Additional On-Demand Services”), and (iii) hurricane and storm preparation and recovery services, including disaster debris recovery services (“Disaster Debris Recovery Services”) (hereinafter, the Landscape Maintenance Services, the Additional On-Demand Services and the Disaster Debris Recovery Services collectively referred to as the “Services”); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon Unit Pricing for the various Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Services, and to provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

1.1. Landscape Maintenance Services for Parks and Recreation Facilities and Town Parking Lots.

1.1.1. Contractor shall provide the Landscaping Maintenance Services for Parks and Recreation Facilities and Town Parking Lots, as set forth in the (i) the Contractor’s Proposal attached hereto Exhibit “A” and incorporated herein by reference, and (ii)

the Landscape Maintenance Scope of Services attached hereto as Exhibit "B" and incorporated herein by reference.

- 1.1.2. Contractor shall perform the Landscape Maintenance Services for the Town's Parks and Recreation Facilities and Parking Lots identified in the Landscape Maintenance Location Map attached hereto as Exhibit "C" and incorporated herein by reference.

1.2. Additional On-Demand Services.

- 1.2.1. Contractor shall provide Additional On-Demand Services, as requested and approved in writing by the Town and upon delivery of a Notice to Proceed by the Town on a non-exclusive basis as set forth in the (i) the Contractor's Proposal attached hereto Exhibit "A" and incorporated herein by reference, and (ii) the Scope of Services for Additional On-Demand Services attached hereto as Exhibit "D" and incorporated herein by reference.

1.3. Disaster Debris Recovery Services.

- 1.3.1. Contractor shall provide the Disaster Debris Recovery Services upon delivery of a Notice to Proceed by the Town on a non-exclusive basis, as set forth in the Contractor's Proposal attached hereto as Exhibit "A," and the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E" and incorporated herein by reference.
- 1.3.2. The Town shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed delivered to Contractor. A representative will be designated by the Town (the "Town Representative") to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after the activation of this Agreement via a written Notice to Proceed. The Town Representative shall have full authority to act on behalf of the Town on all matters required under this Agreement. The Town is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available Emergency/Disaster Recovery Debris Services. Contractor may assist the Town with the development of Debris-based PSA(s), if requested.
- 1.3.3. Contractor Representative. Contractor shall have a knowledgeable and responsible Manager/Supervisor report to the Town's Representative within twenty-four (24) hours following delivery of a Notice to Proceed by the Town. Contractor's Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted Disaster Debris Recovery Services, as set out in this Agreement, Exhibit "A," and Exhibit "E" attached hereto.
- 1.3.4. Mobilization. When the Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 48 hours. The

balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

1.3.5. Time to Complete. Contractor shall complete all directed work on a timely basis and as set out in Exhibit "E," the Disaster Debris Recovery Scope of Services, of this Agreement in the timeframe(s) provided in the Notice to Proceed and/or work authorization issued by the Town Manager. The Town Manager may extend the time to complete the directed work. However, in no case shall the work be completed beyond 180 days from any applicable declaration of a state of emergency, unless extended by the Town Manager.

1.3.6. Contractor shall be responsible for removal of all Debris up to the point where remaining debris can only be described as storm litter, and additional collection can only be accomplished by the use of hand labor.

1.3.7. Extensions. In as much as this is a "time is of the essence" based Agreement, the commencement of contracted services will be as set out in the Section 1.3.4. If the completion of this Agreement is delayed by actions of the Town or force majeure events, then the time to complete specified in Section 1.3.5 shall be extended for such time as caused by the delay to allow the Contractor to complete the performance of the Agreement. This Agreement may also be extended by mutual consent of both the Town and the Contractor for reasons of additional time, additional services and/or additional areas of work. Force majeure events shall include, but not be limited to, Acts of God, strikes, labor shortages, or other events beyond the reasonable control of Contractor or Town.

1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

1.5. Contractor shall be responsible for planning and conducting Landscape Maintenance and Disaster Debris Recovery Services in a satisfactory workmanship manner. Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the Town Representative. Contractor shall have and require strict compliance with accepted ethical practices and all Town Ordinances.

1.6. Contractor will supervise and/or direct all contracted services. Contractor is solely responsible for the means, methods, techniques, safety program and procedures utilized to perform the contracted services. Contractor will employ and maintain on the work site a qualified Manager/Supervisor who shall have full authority to act on behalf of the Contractor on all communications given by the Town.

2. Term/Commencement Date.

2.1. The term of this Agreement shall commence on the Effective Date and continue for five (5) years thereafter, unless earlier terminated in accordance with Paragraph 8.

Additionally, the Town Manager, on his discretion, may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. **Compensation for Landscape Maintenance Services.** Contractor will invoice the Town monthly and be paid for the Landscape Maintenance Services in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for General Monthly Landscape Maintenance Services attached hereto as Exhibit "F," in an amount not to exceed \$128,890.00 per year.

3.2. **Compensation for Additional On-Demand Service.** Contractor will invoice the Town and be paid for the Additional On-Demand Services in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Additional On-Demand Services attached hereto as Exhibit "G."

3.3. **Compensation for Emergency/Disaster Debris Recovery Services.** Contractor will invoice the Town and be paid for this contracted service in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit "H."

3.3.1. **Unit Price for Debris.** The unit price per cubic yard or ton includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization as may be directed by the Town. All eligible contracted Debris shall be invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit "H."

3.3.2. **Unit Prices for Stumps.** The Town will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding unit pricing or rates invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit "H."

3.3.3. **Billing Cycle.** Contractor shall invoice the Town on a monthly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.

3.3.4. **Payment Responsibility.** The Town agrees to accept the Contractor's invoice(s) and supporting documentation showing performance of Disaster Debris Recovery Services, as further set out under Exhibit "E," and process said invoices for payment within 45 calendar days of receipt of the Contractor's invoice. Fees shall be paid in arrears each month, pursuant to Contractor's invoice. The Town shall pay the

Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

3.3.5. **Ineligible Work.** Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that may be determined by the Town, the State of Florida, FEMA, and/or the federal government as ineligible Debris, or for stumps or other services that have not been requested or approved by Town. Based on the current guidance, FHWA will only reimburse the Town for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the Town. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the agreement.

3.3.6. **Eligibility.**

3.3.6.1. **Damage Categorization.** Contractor shall properly group all Disaster Recovery Services in accordance with FEMA's damage categories.

3.3.6.2. **Eligibility Inspections.** Contractor and the Town or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E".

3.3.6.3. **Eligibility Determinations.** If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the Temporary Debris Storage and Reduction Site ("TDSRS"). Contractor will not invoice the Town for such load(s) until the issue of eligibility is resolved.

3.3.7. **Specialized Services.** In connection with the performance of Disaster Debris Recovery Services, the Contractor may invoice the Town for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E." Additional specialized services or equipment will only be performed or provided if/when directed by the Town. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit "H."

3.4. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subcontractors.**

4.1. Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any services to any private sector entities (corporations, developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

- 8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.
- 8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the Services unless directed otherwise by the Town Manager.
- 8.3. In the event of termination by the Town, Contractor shall be paid for all Services accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4. Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
 - 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses

of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3. Notwithstanding the provisions above, the Town may be required to enter into agreements with federal and/or state agencies in connection with the provision of Emergency/Disaster Relief Services. Contractor shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the Contractor, in writing, within seven (7) days of execution.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

16.3. Upon request from the Town’s custodian of public records, Contractor shall provide the Town 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.

16.4. 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 Town.

16.5. 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 Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

16.9. Contractor shall comply with the following FEMA records access requirements:

16.9.1. Contractor agrees to provide the Town, the FEMA Administrator, 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 this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

16.9.2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16.9.3. Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed pursuant to or in connection with this Agreement.

16.9.4. In compliance with the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. The Contractor shall provide the Services in compliance with Resolution No. 2019-2646, incorporated herein by this reference and made a part hereof, and Chapter 90, Article VIII, "Landscape Requirements" of the Town Code of Ordinances.

20.2. Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Conflicts. This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.

In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

26.1.1. First Priority: Exhibit “I,” FHWA-1273;

26.1.2. Second Priority: This Agreement and all Attachments and Exhibits (except Exhibits “A” and “I”)

26.1.3. Thirds Priority: the RFQ;

26.1.4. Fourth Priority: Exhibit “A”, Contractor’s Proposal.

27. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

28. Bonding. The Contractor shall furnish to the Town, within 72 hours of the issuance of a Notice to Proceed for Disaster Debris Recovery Services, a Performance and Payment Bond executed by the Contractor, and surety company authorized to do business in the State of Florida, in an amount equal to the value established (including any contingency amounts) within an issued Notice to Proceed and/or work authorization, which bond shall be conditioned upon:

1. the successful completion of all work, labor, services, materials to be provided and furnished;
2. the payment of all subcontractors, materials and laborers; and
3. paying the Town all loss, damages, expenses, costs and attorneys’ fees, including appellate proceedings, that Town sustains because of a default by Contractor under the Agreement.

If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. The Town will only accept a Performance and Payment Bond issued by a firm with an A.M. Best rating of “A-“ (Excellent) or better. Contractor shall provide a letter from the Contractor’s bonding company that verifies the Contractor can comply with this requirement and is capable of having a bond issued in an amount equal to or exceeding \$10,000,000.00.

Contractor’s failure to provide and maintain the Performance and Payment bond required by this Agreement shall be grounds for termination, and the Contractor shall be liable for all losses, damages, costs and expenses associated with the failure to maintain the required bond.

29. Federal Requirements. Contractor agrees to comply with the contract provisions listed under FHWA-1273 Form, attached hereto Exhibit "I" and incorporated herein by reference, and the following terms and provisions for all Disaster Debris Recovery Services that are federally funded and reimbursable:

29.1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. In accordance with 2 C.F.R. § 200.321, Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps for the Contractor to take regarding subcontractors must include:

- 29.1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 29.1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 29.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 29.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 29.1.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

29.2. Debarment and Suspension. The Town and the Contractor are subject to the debarment and suspension regulations set forth under Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000.

- 29.2.1. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, Contractor is required to verify that 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).
- 29.2.2. Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 29.2.3. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

29.2.4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29.3. Procurement of recovered materials. The Town and the Contractor agree to comply with 2 C.F.R. § 200.322:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29.4. Davis-Bacon Act.

29.4.1. All transaction regarding this Agreement shall be done in compliance with the Davis-Bacon Act, 50 U.S.C. 3141-3144 and 3146-3148, and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.

29.4.2. Contractor is required to pay wages to laborers at a rate not less than the prevailing wages specified in the wage determination made by the U.S. Secretary of Labor.

29.4.3. Contractors must pay wages not less than once a week.

29.5. Copeland Anti-Kickback Act.

29.5.1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

29.5.2. Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

29.5.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

29.6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid 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 who in turn will forward the certification(s) to the awarding agency.

29.7. Americans with Disabilities Act of 1990. Contractor shall remain in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor providing services in connection with this Agreement complies with all applicable requirements of the Americans with Disabilities Act of 1990 and the Florida Americans with Disabilities Accessibility Implementation Act of 1993 (F.S. § 553.501-513).

29.8. Buy America Requirements. Contractor shall comply with Buy America requirements under 23 C.F.R. 635.410.

29.9. Disadvantage Business Enterprise Program Requirements. Contractor shall comply with 49 C.F.R. Part 26.

29.10. Compliance with the Contract Work Hours and Safety Standards Act.

29.10.1. Contractor or its subcontractors contracting for any part of the Services under this Agreement 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 he or she is 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.

29.10.2. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$26 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 (b)(1) of this section.

29.10.3. The Town 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 its subcontractors 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 (b)(2) of this section.

29.10.4. Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29.11. Clean Air Act.

29.11.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42U.S.C. § 7401 et seq.

29.11.2. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.11.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

29.12. Federal Water Pollution Control Act.

29.12.1. 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.

29.12.2. Contractor agrees to report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.12.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

29.13. DHS Seal, Logo, and Flags. Contractor shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

29.14. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Agreement.

29.15. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

29.16. Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

29.16.1. Without invalidating the Agreement, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

29.16.2. The Town shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

29.16.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Town's Procurement Code, as amended from time to time.

[Remainder of page intentionally left blank. Signature pages follow.]

EXHIBIT "A"
CONTRACTOR'S PROPOSAL

The Proposal from Brightview Landscape Services, Inc. is incorporated by this reference and made a part hereof.

**EXHIBIT “B”
LANDSCAPE MAINTENANCE SCOPE OF SERVICES**

SCOPE OF WORK

3.2.1. SUMMARY

The landscape objectives for this Agreement are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

3.2.2. The Scope of Services and Schedule are summarized in the table below:

Scope of Services
Irrigation
Mowing
Trimming
Shrub Pruning
Mulching
Weed Control
Tree and Palm Pruning
Fertilization
Pest Scouting and Treatment
On Demand Additional Services
Hurricane/Storm Services
Locations of Services

3.2.3. Service Areas.

3.2.3.1. The areas to be serviced and included in this RFP are shown in the Landscape Maintenance Locations Map, attached hereto as Exhibit “C,” and consist of Town property, parks, rights-of-ways, and common areas, which include but are not limited to hardpack, walking path, dunes, beach ends, and street ends.

3.2.3.2. Each area of service is different and the scope of work shall vary by location as follows:

Item Number	Item Description / Location	Sod	Trees	Hedges
1.0.0	<u>Park and Recreation Facilities</u>			
1.1.1	Town of Surfside Community Center	YES	YES	YES
1.1.2	Veterans Park and Tennis Center	YES	YES	YES
1.1.3	96th Street Park	YES	YES	YES
1.1.4	Hawthorne Tot Lot	YES	YES	YES
1.1.5	Dog Park - Surfside Paws Up Park	YES	YES	YES
1.1.6	Community Garden (Including lift station)	YES	YES	YES
2.0.0	<u>Parking Lots</u>			
2.0.1	Abbott Parking Lot	NO	YES	YES
2.0.2	94th Street Parking Lot	NO	YES	YES
2.0.3	Town Hall Parking Lot	NO	YES	YES
2.0.4	93rd Street Parking Lot	NO	YES	YES
2.0.5	95th Street Parking Lot	NO	YES	YES
2.0.6	Collins Avenue Parking Lot	NO	YES	YES
3.0.0	<u>Right of Way</u>			
3.1.1	Beach Ends	YES	YES	YES
3.1.2	Street Ends	YES	YES	YES
3.1.3	Hardpack / Walking Path	NO	NO	NO
3.1.4	Harding Avenue Roadway (Downtown Surfside)	NO	YES	YES
3.1.5	All Right of Way (ROW), roundabouts and medians	VARIES	VARIES	VARIES

3.2.3.3. A Tree Inventory Schedule, attached hereto as Exhibit "J," outlines the number of trees in each service area that will require Landscaping Maintenance Services from the Contractor.

3.2.4. Quality Assurance.

3.2.4.1. Contractor shall be an individual or firm of established capability, experience and reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services as outlined in this RFP.

3.2.4.2 All Contractors shall visit the site(s) and inspect all Service areas and landscape prior to submitting a proposal.

3.2.4.3. All Contractors shall comply with all sections of these Specifications.

3.2.4.4. No Services are to be subcontracted without the prior written consent of the Town.

3.2.4.5. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.2.4.6. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

3.2.4.7. Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services performed pursuant to this RFP, or improper or negligent activities, as defined in these Specifications.

3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.

3.3.1 Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services outlined in these Specifications. Equipment and materials furnished shall be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall provide sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edger, hedgers, trimmers, sprayers, etc. The Town may require the Contractor to have at least one (1) utility vehicle on site (7) days a week. Every commercial vehicle operated on the streets of the Town shall at all times display, permanently affixed and plainly marked on both sides, the Contractor's name and telephone number. If a vehicle is rented, the information may be affixed

to signs made of magnet and attached at all times while operating within the boundaries of the Town.

3.3.2 Contractor shall be responsible for regularly inspecting all equipment to be used in the performance of Landscaping Maintenance Services for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3 All fertilizer and pesticide products shall be environmentally friendly and shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4 The Town Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5 Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6 Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Town.

3.3.7 The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time, and any other cost to the proposer.

3.4 SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS

3.4.1 IRRIGATION

The contractor shall be responsible for the maintenance, repairs, and timing of irrigation systems within the Service areas. All systems are inspected by the contractor one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the contractor with approval by the Town. The Contractor must promptly report any malfunctioning valves, pumps, or timers to the Town for repair. Material pricing shall be provided for approval prior to proceeding with repairs.

3.4.2 MOWING

3.4.2.1 All turf areas shall be mowed with rotary mowers one (1) time each fourteen (14) days year-round. The rest of the year, turf areas shall be mowed one (1) time each fourteen (14) days, or as needed to keep the grass from growing more than 1.5" above the cutting

height. Total number of cuts per year shall be at least 26. Mulching mowers are preferred. Any additional requests for moving may be made by the Town and paid at awarded rate per location.

3.4.2.2 Mowing height shall be no less than 3.0" for St. Augustine grass, as measured on a flat, paved surface. Mowing height in shaded areas shall be slightly higher. Height shall be approved by the Town under other circumstances not listed.

3.4.2.3 All debris and/or litter shall be removed from turf areas prior to mowing. Any animal waste products and or dead animals shall be removed prior to cutting.

3.4.2.4 Injuries to tree trunks, exposed roots, and shrub bases shall be avoided by either mowing at a greater height or by mowing around them and hand-trimming later. If any injuries occur, they are to be reported to the Town for further direction.

3.4.2.5 Mower blades shall be kept sharp at all times so as to prevent tearing of leaf blades.

3.4.2.6 All grass clippings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms and/or rakes. Clippings shall not be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations. All grass clippings, leaves or other vegetation are to be hauled out by the contractor.

3.4.2.7 Not all locations require mowing. Locations that require bi-weekly mowing are park and recreation facilities and various rights-of-way. The contractor is to walk these locations prior to submitting pricing to make determination.

3.4.3 EDGING AND TRIMMING

3.4.3.1 All edges along bed lines, tree rings, parking lots, driveways, sidewalks, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas. Total number of visits per year shall be at least 26.

3.4.3.2 All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water. Any damages to irrigation system as a result of moving or edging are the responsibility of the contractor for replacement.

3.4.3.3 The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such.

3.4.3.4 All trimmings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms, and/or rakes. Clippings shall not

be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations.

3.4.3.5 All trimmings shall be collected regularly and disposed of at authorized dumping or recycling sites. Tickets for dumps shall be collected and quantified at the end of the month and provided to the Town.

3.4.4 SHRUB PRUNING

3.4.4.1 All landscaped areas shall be inspected during each regular service visit to ascertain whether any pruning and trimming is needed to maintain plants within their intended bounds, to remove dead or damaged plant parts including limbs, branches, palm fronds, stems, or flowers, and to keep plants from encroaching onto parking lots, rights-of-way, driveways, sidewalks, streets, windows, signs, lighting, etc.

3.4.4.2 Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted unless pre-approved by the Town.

3.4.4.3 All hedges shall be sheared using gas-powered shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.4.4 One (1) time per year, all sheared hedges shall be pruned to reduce overall height by four (4) to six (6) inches below normal cutting height, so as to remove accumulations of woody twigs created by shearing. The hedges shall then be allowed to grow back up to the desired height, where they shall again be maintained.

3.4.4.5 All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.4.6 All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.4.7 All shrub material in parking lot areas and adjacent rights-of-way areas shall be maintained at a maximum height of 36" from the top of the adjacent curb. Visibility into parking lots and rights-of-way shall not be obstructed by over growth.

3.4.4.8 All palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds, coconuts, and inflorescences. Each individual frond shall be cut as close to the trunk as possible, removing the entire leaf base, including all spines. Thatch accumulations on trunks shall be regularly removed as it naturally loosens. Any palms which have spines on their fronds (i.e., pygmy date palms) and are located within three (3) feet of

a pedestrian area shall regularly have the spines hand-clipped from the bases of the fronds, or the entire frond shall be removed if it does not create an unbalanced crown.

3.4.4.9 All clustering palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Periodically (no more than one time per year), some thinning of the clusters may be required; approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights, shall be cut at ground level and removed. Palms shall not be “cleaned” to remove all young stems.

3.4.4.10 All hardwood trees which are less than fifteen (15) feet in overall height shall be pruned as needed to remove dead branches, or to raise or reduce crowns to prevent them from encroaching into pedestrian/vehicular areas, over windows, sidewalks, signs, etc. There shall be no other “cleaning”, “thinning”, or “raising” of tree crowns. All other tree and palm pruning shall be the responsibility of a qualified arborist or tree crew.

3.4.4.11 All clippings and debris, including fallen palm fronds and nuts, fruits shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.5 MULCHING

3.4.5.1 All hedges, shrubs, planter beds, and free-standing palms and hardwood trees shall be mulched using naturally-colored, shredded eucalyptus or heat-sterilized melaleuca mulch, Grade B or better, layered to and maintained at a depth of at least but no more than one (1) to two (2) inches at all times.

3.4.5.2 All free-standing palms and shade trees shall have circular tree rings maintained uniformly at a distance of 18-inch radius (36-inch diameter) from the trunk, within which mulch shall be maintained. Trees and palms shall be centered in the tree rings.

3.4.5.3 Mulched areas shall begin two (2) to four (4) inches from trunks or stems and continue out to completely fill in shrub beds and tree rings. Mulch shall not be allowed to cover crowns of shrub plants or accumulate against the trunks of trees and palms.

3.4.5.4 Mulching is not allowed in Right of Way areas. Mulching will be limited to parks and recreation; street ends and beach end properties as well as parking lots where pre-approved by the Town.

3.4.6 WEED CONTROL

3.4.6.1 Weeds shall be removed by hand during each regular service visit in all landscaped areas, including the removal of weeds growing in thatch on palm trunks, fallen palm fruits, and tree/palm seedlings (“volunteers”) in hedges and shrub beds.

3.4.6.2 All weeds in driveways, sidewalks, fence lines, or other hardscape areas shall be removed by hand. The use of Round-Up (Glyphosate) herbicide is not permitted. Any

spray on applications of other herbicides must confirm with Town ordinance and be pre-approved by the Town after specifications have been submitted for review.

3.4.6.3 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5. SCOPE OF WORK – TREE AND PALM PRUNING

3.5.1 All shade trees and palms shall be pruned following the standards set forth in the American National Standard for Tree Care Operations, ANSI A-300 (Part 1)-2001 Pruning; (11 West 42 Street, New York, N.Y. 10036).

3.5.2 Pruning practices including tree inspection, tools and equipment, and pruning cuts, shall be performed as outlined in the ANSI A-300 standards.

3.5.3 Hardwood trees shall be pruned one yearly, as determined according to pruning objectives, tree species, tree age/size, tree condition, location, and usage.

3.5.4 The pruning types to be implemented on hardwood trees shall be determined prior to each pruning cycle and shall consist of one or a combination of the following pruning types, as defined in the ANSI A-300 standards: crown cleaning, crown thinning, crown raising, and crown reduction.

3.5.5 Trees with crowns which spread over roadways shall be pruned by canopy raising and/or canopy reduction such that a 15-foot vertical clearance is maintained.

3.5.6 Trees with crowns which spread over sidewalks and other pedestrian areas shall be pruned by canopy raising and/or canopy reduction such that an 8-foot vertical clearance is maintained.

3.5.7 Trees with crowns which spread over parking lots shall be pruned by canopy raising and/or canopy reduction such that a 12-foot vertical clearance is maintained. If 12-foot clearance can't be accomplished due to age of tree, pruning should occur in such a way to not obstruct parking stalls.

3.5.8 Trees adjacent to buildings, structures, power lines, fences, light posts, signs, or other fixtures shall have their crowns reduced to provide clearance from those structures or fixtures.

3.5.9 Palms shall be pruned two (2) times per year, in March and October.

3.5.10 Palms shall be pruned such that all brown lower fronds and no more than one (1) to two (2) rows of live fronds are removed. Live healthy fronds which are initiated above the horizontal plane shall not be removed (maximum frond removal shall result in a "9 and 3" position, as it relates to the face of a clock). All inflorescences and fruits (including coconuts) shall be removed.

3.5.11 Palm frond petioles shall be severed as close to the trunk as possible without causing damage to trunk tissues. All loose frond bases (“boots” and “thatch”) shall be removed. Those which do not readily abscise shall not be forced, torn, or shaven. All volunteer tree seedlings (ficus, bischofia, schefflera, etc.) shall be removed from the remaining “boots” or “thatch” by cutting or pulling.

3.5.12 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5.13 Tree Replacement. Removal of damaged trees and/or tree replacements or new plantings shall be completed in accordance with industry standards. New trees shall be maintained and guaranteed for a one (1) year period. Any tree that has been replaced and dies within the guarantee period will be replaced by the Contractor at no cost to the Town, no later than thirty (30) days after notification by the Town.

3.5.14 Sea grapes and hardwood on walking path as well as in other areas are to be trimmed following FDEP guidelines for sea grape trimming.

3.5.15 Address requirements for Dune, walking path and hardpack, if any.

3.6. SCOPE OF WORK – FERTILIZATION

3.6.1 FERTILIZER TYPES

3.6.1.1 The fertilizer to be used on all landscape material including turfgrass, hedges, shrubs, ground covers, palms, and hardwood trees, with the exception of annuals, ferns, orchids, or other species sensitive to granular fertilizers, shall be in granular form and have a 2-1-3 or 4-1-6 ratio of N, P, and K (i.e., “Palm Special” 8-4-12 or 8-2-12), with the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain magnesium sulfate (at least 4%) and micronutrients, specifically manganese sulfate (at least 1%), chelated iron (at least 1%), and trace amounts (less than 1%) of copper and zinc in the sulfate form, and boric acid.

3.6.1.2 Fertilizer for annuals, ferns, orchids, or other species sensitive to granular fertilizer shall be a slow-release resin-coated product containing an N, P, and K ratio of 1-1-1 (i.e. Osmocote or Nutricote).

3.6.1.3 If specific nutritional deficiencies occur, specific products shall be used as needed to correct deficiencies. Such products may include sulfur/potassium/magnesium products (i.e. Sul-Po-Mag or K-Mag), chelated iron (i.e. Sequestrene 138), micronutrient mix (i.e. Fer-A-Gro or Micro-Mix) or soluble products (i.e. Peter’s 20-20-20). Rates, frequencies, and application methods shall be determined based upon specific plant needs and product requirements.

3.6.2 FERTILIZATION FREQUENCY

3.6.2.1 All landscaped areas shall be fertilized four (4) times per year in February, May, August, and November.

3.6.2.2 Annuals shall be fertilized at half-rates, two (2) times during each seasonal change-out, once at the time of planting and again half-way through the growing season.

3.6.2.3 Products used to correct nutritional deficiencies shall be applied at the specified rates and frequencies for the specific plant and deficiency.

3.6.3 FERTILIZER RATES

3.6.3.1 Mixed plantings of turfgrass, hedges, shrubs, ground covers, palms and hardwood trees shall be fertilized with the product specified in 6.1.1, above, at the rate of 12.5 pounds of product per 1,000 square feet of landscaped area.

3.6.3.2 All free-standing palms shall be fertilized with the product recommended in 6.1.1, above, at the rate of 15 pounds of product per 1,000 square feet.

3.6.3.3 Resin-coated fertilizer shall be applied at label rates as specified for the intended plant species.

3.6.3.4 Products used to correct nutritional deficiencies shall be mixed and applied according to label directions for the specific purpose identified.

3.6.4 APPLICATION METHODS

3.6.4.1 Fertilizer for all plant material except large expanses of turfgrass shall be broadcast by hand on the ground or in the planter's underneath plant canopies prior to mulch applications. Fertilizer application shall begin at two (2) to six (6) inches away from trunks/crowns of trees and shrubs and continue out to the dripline of the plants. Fertilizer shall be evenly distributed on the soil surface, not applied in rings or mounds. Granular fertilizer shall not be allowed to accumulate on any plant leaves, in plant crowns, or at leaf bases.

3.6.4.2 Turfgrass fertilizer shall be applied with a rotary spreader after dew and irrigation water has dried from the leaves.

3.6.4.3 Fertilizer for ferns, orchids, annuals or other species sensitive to granular fertilizer shall be broadcast on the soil surface beneath the plants.

3.6.4.4 All excess fertilizer shall be swept, vacuumed, or hosed off of parking lots, driveways, sidewalks, etc., immediately after application, so as to avoid staining.

3.6.4.5 Irrigation shall be set to run through one (1) complete cycle immediately after granular fertilizer application. Contractor must notify the Town when fertilizing in order to coordinate irrigation appropriately. Irrigation is to be performed by Contractor.

3.7. SCOPE OF WORK – PEST/DISEASE CONTROL

3.7.1 GENERAL PRACTICES

3.7.1.1 Pest control shall be implemented on an as-needed basis only as part of an Integrated Pest Management (IPM) program. Contractor shall inspect all areas of the landscape at least one (1) time per month for early detection of actual or potential pest and/or disease infestations which may require treatment.

3.7.1.2 Contractor shall accurately identify any pest, disease, or weed species and determine whether or not chemical treatment is required. If so, it shall be treated with the most appropriate selective pesticide following all pesticide label directions. All pesticides are to be applied in a professional manner in compliance with and in accordance with all State, County, Town and applicable laws and regulations pertaining to the handling and usage of hazardous materials. Pesticides must be pre-approved by the Town prior to use.

3.7.2 TURFGRASS PESTS/DISEASES

3.7.2.1 The most common potential pests of St. Augustine turfgrass include chinch bugs, sod webworms, and grubworms, all of which can usually be effectively controlled with readily available pesticide products. Repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete pest control.

3.7.2.2 Fire ant control in turfgrass and shrub areas may be necessary as often as one (1) time per month, using fire ant baits, broadcast in the vicinity of, but not on top of, each nest.

3.7.2.3 Fungicide treatments for turfgrass shall be provided on an as-needed basis. Product selection, application rates, and frequencies shall be determined and pre-approved by the Town after diagnosis, and repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete disease control.

3.7.2.4 Pre-emergent weed treatment in St. Augustine turf areas using an environmentally safe product shall be provided in the fall months when weather conditions (reduced temperatures) permit. Follow-up post-emergent treatments using another approved environmentally safe product for broadleaf weed control in St. Augustine grass shall be made as needed.

3.7.2.5 Pre- and post-emergent turf weed control treatments for grasses and hedges shall be provided on an as-needed basis, using the most appropriate products, as directed on product labels.

3.7.3 TREE, PALM, AND SHRUB PESTS/DISEASES

3.7.3.1 Common pests of shrubs, such as insects and mites, shall be properly identified and treated with the most appropriate environmentally safe pesticide following all label

directions. Follow-up treatments shall be provided as needed to completely control the infestations.

3.7.3.2 Snail bait shall be broadcast in shrub beds or sprayed on the foliage of susceptible plants (mostly foliage plants) on an as-needed basis.

3.7.3.3 Fungicide treatments shall be provided on an as-needed basis. Product selection, application rates, and frequencies must be determined after diagnosis.

3.7.3.4 Pre-emergent weed treatment in established shrub beds using environmentally safe products may be used 1 to 2 times per year during the summer and fall months to control heavy seed-germinated weed infestations. These products shall be applied according to label directions immediately following mechanical weed control.

3.7.3.5 Round-Up (Glyphosate) herbicides are prohibited and may not be used for post-emergent weed control in shrub beds, driveways, sidewalks, or other hardscape or landscape areas.

EXHIBIT "C"

LANDSCAPE MAINTENANCE LOCATIONS MAP



EXHIBIT “D”
SCOPE OF SERVICES FOR ADDITIONAL ON-DEMAND SERVICES

Additional non-routine on-demand services may be requested by the Town as provided in the On-Demand Additional Price Submittal Schedule Form attached hereto as Exhibit “G”, and may include, but are not limited to the following:

- (a) Seasonal Flower Placement
- (b) Event Landscaping
- (c) Sod Replacement
- (d) New Plant Installation
- (e) Tree or Stump Removal
- (f) Straightening or Resetting of Trees
- (g) Tree Relocation
- (h) Athletic Field Maintenance
- (i) Public Works’ Miscellaneous jobs
- (j) Holiday and Special Events (setup and cleanup)

EXHIBIT “E”
DISASTER DEBRIS RECOVERY SCOPE OF SERVICES

1.0 DISASTER DEBRIS RECOVERY SERVICES

1.1 Scope of Contracted Services. The recitals above are true and correct and are incorporated herein by reference. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, labor, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated or other disaster-related debris (hereinafter referred to as “Debris”)*, including hazardous and industrial waste materials, and within the time specified in the timeframes provided in the Town’s Notice-to-Proceed. Emergency Debris push, Debris removal and disposal, demolition of structures and hazard mitigation actions shall be limited to:

1. That which is necessary and determined to eliminate immediate threats to life, public health, and safety;
2. That which has been determined to eliminate immediate threats of significant additional damage to improved public or private property; and
3. That which is considered essential to ensure the economic recovery of the affected areas of the Town to the benefit of the Town at large.

Contractor shall provide for the cost-effective and efficient removal and lawful disposal of Debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, and any other locally owned facility or site as may be directed by the Town. Contracted services will only be performed after the delivery to the Contractor of an Approved Work Authorization and a Notice-to-Proceed by the Town. The Contractor shall load and haul the Debris collected from within the legal boundaries of the Town to a site(s) specified by the Town.

1.2 Emergency Push / Road Clearance. Contractor shall accomplish the cutting, tossing, stacking and/or pushing of Debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the Town or the Government’s applicable representatives (the “Monitoring Team”). This operational aspect of the scope of contracted services shall be for the first 70 hours (plus or minus) after a disaster event and issuance of the Town’s Notice-to-Proceed unless extended by the Town in accordance with FEMA Regulation 325. Once this Debris push task is accomplished, the following additional tasks will begin as requested by the Town.

1.3 Right-of-Way (ROW) Removal. Contractor shall mechanically remove, load and/or haul all Debris from the local ROW when directed to do so by the Town. The Debris shall be delivered to a Town designated Temporary Debris Storage and Reduction Site (“TDSRS”) for processing. Contractor shall use reasonable care to prevent damage to Town or private property not already damaged by the disaster event in the process of ROW Debris removal. Contractor shall only be liable for any damage caused by its negligence or intentional wrongdoing.

1.4 Right-of-Entry (ROE) Removal (*if implemented*). Contractor will remove ROE Debris from private property with due diligence, as directed by the Town or the Monitoring Team. Contractor agrees to make reasonable efforts to save from destruction items that the property

1.10 Additional Support Services. Contractor can/will provide *Additional Support Services* as requested by the Town. Contractor maintains an inventory of professional storm and disaster recovery service providers, which include but are not limited to, emergency power and generators, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, preservation of historical sites, vessel recovery, hazardous waste remediation, and bioterrorism remediation. In the event the Town requests the Contractor to provide *Additional Support Services*, the Contractor will deliver in writing a price or cost for each service requested for consideration and negotiation with the Town.

The multiple variables attending such services (i.e., timing, distance, units required, duration of service, etc.), makes the listing or pricing of each such *Additional Support Services* as an attachment to this Agreement impractical. Contractor will provide such services at the lowest possible unit, hourly or lump sum price possible with a reasonable profit to Contractor. The provision of any such *Additional Support Services* shall be set forth in writing and signed by the parties, and shall become an amendment to this Agreement

2.0 Performance of Services

2.1 Geographic Assignment. The geographic boundary for work by the Contractor hereunder shall be as directed by the Town and will be limited to properties located within the Town's legal boundaries.

2.2 Multiple, Scheduled Passes. Contractor shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm or disaster event. The Town shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the Town. Upon agreement between the Town and the Contractor, the number of passes may be increased based on mutual agreement regarding the amount of additional Debris brought to the ROW.

2.3 Operation of Equipment. Contractor shall provide a minimum of 10 trucks to respond to a disaster event. The type of trucks shall be selected by the Town Manager at the time of issuance of a Notice to Proceed. In addition, the Town Manager may increase or decrease the minimum number of trucks upon mutual agreement at the time of issuance of a Notice to Proceed and/or work authorization to correspond to an event activation. Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local laws, rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town. Should operation of equipment be required outside of the public ROW, the Town will provide a Right-of-Entry Agreement, as set out in Section 1.6 above.

2.4 Certification of Load Carrying Capacity. Contractor shall submit to the Town a certified report indicating the type of vehicle, make and model, license plate number, assigned Debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul Debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Town or Monitoring Team and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the Town by the Contractor.

2.5 Vehicle Information. The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul Debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

2.6 Security of Debris during Hauling. Contractor shall be responsible for the security of Debris on/in each vehicle or piece of equipment used to haul Debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the Debris does not extend horizontally beyond the bed of the hauler. All loose Debris shall be reasonably compacted and secured during transport.

2.7 Traffic Control. Contractor shall mitigate the impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices and applicable law. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction and/or disposal site(s).

2.8 Monitoring of Debris Operations. The Government may require that the Town conduct a Debris monitoring program. Contractor will assist the monitoring team if this activity is by force account or contracted. Contractor will cooperate and coordinate with the Debris monitoring team/firm in all aspects of the team activity. Logistical support and reports to the Town on Debris monitoring activities are the responsibility of the team manager or monitoring Contractor.

2.9 Work Days/Hours. Contractor may conduct Debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the Town following consultation with and notification to the Contractor.

2.10 Hazardous and Industrial Wastes. Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during Debris removal operations for collection and disposal in accordance with applicable local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. Contractor will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. Contractor may use the services of a subcontractor specializing in the management and disposal of such materials and waste if the Contractor is directed to conduct such operations by the Town.

2.11 Stumps. All hazardous/eligible stumps identified by the Town will be extracted, loaded, transported, stored, reduced and disposed of in accordance with the standards of this Agreement. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented and invoiced by the Contractor for payment in accordance with the rates contained on Exhibit “H,” “Disaster Debris Recovery Price Submittal Schedule Form.”

2.12 Utilizing Local Resources. Contractor shall, to the extent practicable, give priority to utilizing resources within the Town. This local preferences priority will include, but not be limited to, debris hauling, procurement of services, supplies, and equipment, and awarding other recovery service subcontracts and employment to the local workforce.

2.13 Work Safety. Contractor shall provide and enforce a safe work environment, in compliance with applicable federal, state and local law, in all activities under this Contract. The Contractor will provide such safety equipment, training and supervision as may be required by the Town and/or Government. Contractor shall ensure that its subcontracts contain a similar safety provision.

2.14 Inspection and Testing. All Debris shall be subject to adequate inspection by the Town or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Town will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation of the Town and Contractor.

2.15 Other Contractor(s). Contractor shall acknowledge the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. Town shall have the right to contract with any other Contractor or subcontractor for the contracted services or *Additional Support Services* provided herein. The Town shall have the right to recover the difference in price for any alternative or replacement performance provided by another contractor.

3.0 Debris Ownership.

3.1 Ownership of Debris. All debris actually collected by the Contractor pursuant to a Notice to Proceed and/or work authorization shall become the property of the Contractor for removal and lawful disposal. The Debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

3.2 Disposal of Debris. Unless otherwise directed by the Town, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste. The location of the TDSRS(s) and final disposal site(s) shall be determined by the Town. Other additional sites may be utilized as directed and/or approved by the Town.

4.0 REPORTS CERTIFICATIONS and DOCUMENTATION.

4.1 Accountable Debris Load Forms. The Town shall accept the serialized copy of the Contractor’s Debris reporting ticket(s) as the certified, original source documents to account for

the measurement and accumulation of the volume of Debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets will also be utilized for Debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

4.2 Reports. Contractor shall submit periodic, written reports to the Town as requested or required, detailing the progress of Debris removal, processing and disposal. These reports may include, but not are limited to the following.

4.2.1 Daily Reports. The daily reports will detail the location where passes for Debris removal were conducted, the quantity of Debris (by type) removed or disposed, the total number of crews engaged in Debris management operations, the crew assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. Contractor will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm for the prior twenty-four (24) hours.

4.2.2 Weekly Summaries. A weekly summary of all information contained in the daily reports will be provided to the Town. Contractor will provide this report within two business days after the end of the week. Contractor will provide both reports in written and electronic format if requested.

4.2.3 Report(s) Delivery. The scheduled time and point of delivery for the Debris and other recovery operations reports will be directed by the Town in consultation with the Contractor.

4.2.4 Final Project Closeout Report. Upon final inspection and/or closeout of the project by the Town, the Contractor shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Town. If requested, the Contractor will provide additional information to adequately document the conduct of the Debris management operations for the Town and/or Government, to include electronic spreadsheets.

4.3 Additional Supporting Documentation. Contractor shall submit reports and/or other documentation on Debris loading, hauling, disposal and load capacity measurements as may be required by the Town and/or Government to support requests for Debris project reimbursement from external funding sources.

4.4 Report Maintenance. Contractor may be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, and Debris reporting tickets and contract correspondence for a period of not less than three (3) years after final project closeout. These maintained reports may include electronic scanned copies of the daily load tickets and tower determination of percent full.

4.5 Contract File Maintenance. Contractor will maintain this Agreement and the invoices that are generated for the contracted services for a period of not less than five (5) years.

EXHIBIT "F"
GENERAL MONTHLY LANDSCAPE MAINTENANCE
PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 General Monthly Maintenance
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be TYPED.

Item Number	Item Description / Location	Quantity (Times per Month)	Total Months	Cost (Cost per each time)	Total (Total cost per year)
1.0.0	<u>Park and Recreation Facilities</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1.1	Town of Surfside Community Center <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$883.83	\$21,200.00
1.1.2	Veterans Park and Tennis Center <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$883.83	\$21,200.00
1.1.3	96th Street Park <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$658.33	\$15,800.00
1.1.4	Hawthorne Tot Lot <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$658.33	\$15,800.00
1.1.5	Dog Park - Surfside Paws Up Park & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$270.83	\$6,500.00
1.1.6	Community Garden & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$260	\$6,240.00
2.0.0	<u>Parking Lots</u>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>
2.0.1	Abbott Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$575.00	\$6,900.00
2.0.2	94th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$575.00	\$6,900.00
2.0.3	Town Hall Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$575.00	\$6,900.00
2.0.4	93rd Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$591.66	\$7,100.00
2.0.5	95th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$600.00	\$7,200.00
2.0.6	Collins Avenue Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$595.83	\$7,150.00
3.0.0	<u>Right of Way</u>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>



Town of Surfside
Price Submittal Schedule Form
General Monthly Maintenance
 RFP # 220-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be TYPED.

Item Number	Item Description / Location	Quantity (Times per Month)	Total Months	Cost (Cost per each time)	Total (Total cost per year)
3.1.1	Beach Ends <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$1,412.50	\$33,900.00
3.1.2	Street Ends <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$1,447.91	\$34,750.00
3.1.3	Hardpack / Walking Path <i>Rake leaves and loose vegetation from perimeters. Control perimeters as needed</i>	1	12	\$733.33	\$8,800.00
3.1.4	Harding Avenue Roadway (Downtown Surfside) <i>Maintenance of all hedges and trees as needed</i>	1	12	\$4,145.83	\$49,750.00
3.1.5	All Right of Way (ROW), roundabouts and medians <i>Maintenance of all sod, hedges and trees as needed - varies per location</i>	2	12	\$1,727.08	\$41,450.00
Total Cost of Yearly General Maintenance Landscape Services		<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	\$297,540.00

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the Invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: _____
 Executed by: CHARLES GONZALEZ
 (Type or print name)
 Title: SR. VP
 for (Company): BRIGHTVIEW

EXHIBIT "G"
ADDITIONAL ON-DEMAND SERVICES PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2024-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
1.0.0	PERSONNEL	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1.1	One Landscape Supervisor	8	hours	\$35.00	\$280.00
1.1.2	One Landscape Laborer	8	hours	\$27.50	\$220.00
1.1.3	One Irrigation Technician	8	hours	\$45	\$360.00
1.1.4	One Dump Truck Operator	8	hours	\$35.00	\$280.00
1.1.5	One Equipment Operator	8	hours	\$45.00	\$360.00
1.1.6	One Operation Manager	8	hours	\$70.00	\$560.00
1.1.7	One Licensed Arborist	8	hours	\$65.00	\$520.00
2.0.0	EQUIPMENT	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
2.1.1	One Dump Truck (less than 10 CY)	1	day	\$240.00	\$240.00
2.1.2	One Dump Truck (less than 10 CY)	1	day	\$240.00	\$240.00
2.1.3	One Bucket Truck	1	day	\$560.00	\$560.00
2.1.4	One Backhoe (Combination loader)	1	day	\$560.00	\$560.00
2.1.5	One Skid Steer with attachments	1	day	\$360.00	\$360.00
2.1.6	One Chipper	1	day	\$400.00	\$400.00



Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not Included In monthly maintenance)
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
2.1.7	One Tree Grinder	1	day	\$400.00	\$400.00
2.1.8	One Water Tank (500 Gal.)	1	day	\$340.00	\$340.00
2.1.9	24" x 6" Wide Trencher	1	day	\$420.00	\$420.00
2.1.10	Grapple Loader (30 Cubic Yard capacity, equipment only)	1	day	\$760.00	\$760.00
3.0.0	Services and Materials	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
3.1.1	Merll Soil Drench for Royal Palms (One application including follow up per year)	1	each application	\$20.00	\$20.00
3.1.2	Cygon Foliar Spray for Royal Palms (One application including follow up per year)	1	each application	\$20.00	\$20.00
3.1.3	Phoenix daetylifera/Phoenix canariensis Maintenance (Three applications per year)	3	each application	\$25.00	\$75.00
3.1.4	Rate for Topsoil (70/30 Mix) delivered and installed in place	1	cubic yard	\$70.00	\$70.00
3.1.5	Rate for Lawn Sand delivered and installed in place	1	cubic yard	\$70.00	\$70.00
3.1.6	Palm OTC Injection	1	each application	\$15.00	\$15.00
3.1.7	Date Palm trunk drench treatment for thielaviopsis paradoxa	1	each application	\$30.00	\$30.00
3.1.8	Solid St. Augustine "Floritam" Sod in place for lawn repair	1	square foot	\$0.90	\$0.90
3.1.9	500 SQFT Palette of St. Augustine "Floritam" sod delivered and installed per Town direction	1	palette	\$450.00	\$450.00
3.1.10	Undyed Shredded Florimulch, Grade "A" or better delivered and installed in place	1	cubic yard	\$36.00	\$36.00



Town of Surfside
Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
3.1.11	One Skid Steer loader with Operator	1	day	\$560.00	\$560.00
3.1.12	One Backhoe Combination with Operator	1	day	\$700.00	\$700.00
3.1.13	Foliar Spray to Combat Ficus Whitefly (4'-6' height hedge)	1	linear feet	\$2.50	\$2.50
3.1.14	Foliar Spray to Combat Ficus Whitefly (7'-12' height hedge)	1	linear feet	\$4.00	\$4.00
3.1.15	Drench to Combat Ficus Whitefly (4'-6' height hedge)	1	linear feet	\$2.50	\$2.50
3.1.16	Drench to Combat Ficus Whitefly (7'-12' height hedge)	1	linear feet	\$4.00	\$4.00
3.1.17	Drench to Combat Ficus Whitefly (Tree up to 25' Height)	1	each application	\$45.00	\$45.00
3.1.18	Drench to Combat Ficus Whitefly (Tree 25' - 35' Height)	1	each application	\$145.00	\$145.00
3.1.19	Drench to Combat Ficus Whitefly (Tree 35' and above)	1	each application	\$165.00	\$165.00
3.1.20	Micro-Injectable systemic insecticide to combat whitefly (Tree up to 65" DBH)	1	Per Injection	\$20.00	\$20.00
3.1.21	Micro-Injectable systemic insecticide to combat whitefly (Tree 65" to 85" DBH)	1	Per Injection	\$45.00	\$45.00
3.1.22	Micro-Injectable systemic insecticide to combat whitefly (Tree above 85" DBH)	1	Per Injection	\$85.00	\$85.00
3.1.23	Systemic Basal Bark/Root Application (Tree up to 65" DBH)	1	Per application	\$20.00	\$20.00
3.1.24	Systemic Basal Bark/Root Application (Tree 65" to 85" DBH)	1	Per application	\$45.00	\$45.00
3.1.25	Systemic Basal Bark/Root Application (Tree above 85" DBH)	1	Per application	\$65.00	\$65.00



Town of Surfside
Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
3.1.26	Plant 3 Gal. Clusia guttifer (Small-leaf Clusia)	1	each Installation	\$12.00	\$12.00
3.1.27	Plant 7 Gal. Clusia guttifer (Small-leaf Clusia)	1	each Installation	\$40.00	\$40.00
3.1.28	Plant 1 Gal. Arachis glabrata (Perennial Peanut)	1	each Installation	\$6.00	\$6.00
3.1.29	Plant 3 Gal. Chrysobalanus Icaco "Red Tip" (Red-Tip Cocoplum)	1	each Installation	\$10.00	\$10.00
3.1.30	Plant 3 Gal. Chrysobalanus "Horizontalis" (Horizontal Cocoplum)	1	each Installation	\$16.00	\$16.00
3.1.31	Plant 3 Gal. Coccoloba Uvifera (Sea grape)	1	each Installation	\$10.00	\$10.00
3.1.32	Plant 3 Gal. Hamelia Patens (Firebush)	1	each Installation	\$11.00	\$11.00
3.1.33	Plant 3 Gal. Conocarpus erectus (Green Buttonwood)	1	each Installation	\$11.00	\$11.00
3.1.34	Plant 3 Gal. Conocarpus erectus "Sericeous" (Silver Buttonwood)	1	each Installation	\$11.00	\$11.00
3.1.35	Plant 1 Gal. Dianella tasminica "Variegata" (Var. Blueberry Flax Lily)	1	each Installation	\$6.00	\$6.00
3.1.36	Plant 3 Gal. Ficus microcarpa "Green Island" (Green Island Ficus)	1	each Installation	\$12.50	\$12.50
3.1.37	Plant 3 Gal., Hamelia Patens "Compacta" (Dwarf Firebush)	1	each Installation	\$10.00	\$10.00
3.1.38	Plant 3 Gal. Ixora "Nora Grant" (Pink Ixora)	1	each Installation	\$12.00	\$12.00
3.1.39	Plant 3 Gal Jasminum volubile (Wax Jasmine)	1	each Installation	\$12.00	\$12.00
3.1.40	Plant 25 Gal. Jatropha Integerrima (Jatropha)	1	each Installation	\$125.00	\$125.00



Town of Surfside
Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
3.1.41	Plant 3 Gal. Microsorium scolopendrium (Wart Fern)	1	each installation	\$12.00	\$12.00
3.1.42	Plant 3 Gal. Muhlenbergia capillaris (Muchly Grass)	1	each installation	\$12.00	\$12.00
3.1.43	Plant 3 Gal. Schefflera arboricola "Dazzle"	1	each installation	\$13.00	\$13.00
3.1.44	Plant 3 Gal. Tripsacum dactylifera (Fakahatchee Grass)	1	each installation	\$10.00	\$10.00
3.1.45	Plant 3 Gal. Tripsacum floridana (Florida Gamma Grass)	1	each installation	\$10.00	\$10.00
3.1.46	Plant 7 Gal. Zamia furfuracea (Cardboard Palm)	1	each installation	\$45.00	\$45.00
3.1.47	Seagrass trimming east of the CCCL line	1	each tree	\$25.00	\$25.00
3.1.48	Remove all from coconut palm with trimming	1	each tree	\$30.00	\$30.00
3.1.49	Material and installation of gravel cover (Surfside Mix)	1	cubic yard	\$125.00	\$125.00
3.1.50	Town of Surfside Community Center pesticide control through pesticide application	1	each application	\$175.00	\$175.00
3.1.51	Veterans Park and Tennis Center pesticide control through pesticide application	1	each application	\$175.00	\$175.00
3.1.52	96th Street Park pest control through pesticide application	1	each application	\$125.00	\$125.00
3.1.53	Hawthorne Tot Lot pest control through pesticide application	1	each application	\$125.00	\$125.00
3.1.54	Dog Park - Surfside Paws Up Park pest control through pesticide application	1	each application	\$125.00	\$125.00
3.1.55	Community Garden pest control through pesticide application	1	each application	\$125.00	\$125.00



Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
3.1.56	Abbott Parking Lot pest control through pesticide application	1	each application	\$125.00	\$125.00
3.1.57	94th Street Parking Lot pest control through pesticide application	1	each application	\$175.00	\$175.00
3.1.58	Town Hall Parking Lot pest control through pesticide application	1	each application	\$125.00	\$125.00
3.1.59	93rd Street Parking Lot pest control through pesticide application	1	each application	\$125.00	\$125.00
3.1.60	95th Street Parking Lot pest control through pesticide application	1	each application	\$125.00	\$125.00
3.1.61	Collins Avenue Parking Lot pest control through pesticide application	1	each application	\$125.00	\$125.00
3.1.62	Beach Ends pest control through pesticide application	1	each application	\$225.00	\$225.00
3.1.63	Street Ends pest control through pesticide application	1	each application	\$225.00	\$225.00
3.1.64	Hardpack / Walking Path pest control through pesticide application	1	each application	Not allowed/dade county	N/A
3.1.65	Harding Avenue Roadway (Downtown Surfside) pest control through pesticide application	1	each application	\$225.00	\$225.00
3.1.66	Right of Way (ROW), roundabouts and medians pest control through pesticide application	1	each application	\$175.00	\$175.00
3.1.67	Stump removal	1	each	\$200-400 depends on size	\$200
3.1.68	Emodea Littoralis "Golden Creeper" 1 gallon	1	each installation	\$6.00	\$6.00
3.1.69	Bursera Simaruba "Gumbo Limbo" 12' ht.	1	each installation	\$425.00	\$425.00
3.1.70	Bursera Simaruba "Gumbo Limbo" 14' to 16' ht. 6'-7' spread	1	each installation	\$525.00	\$525.00



Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
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The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to be performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the Invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Executed by: *Charles Gorman*
 (Type or print name) CHARLES GORMAN
 Title: GR. VP
 for (Company): BRIGHTVIEW

EXHIBIT "H"
DISASTER DEBRIS RECOVERY SERVICES
PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 Hurricane/Storm Preparation and Recovery
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be TYPED.

Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
1.0.0	EMERGENCY SERVICES	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
1.1.1	One Landscape Supervisor	8	hours	\$45.00	\$360.00
1.1.2	One Landscape Laborer	8	hours	\$30.00	\$240.00
1.1.3	One Dump Truck Operator	8	hours	\$45.00	\$360.00
1.1.4	One Equipment Operator	8	hours	\$45.00	\$360.00
1.1.5	One Operation Manager	8	hours	\$70.00	\$560.00
2.0.0	EQUIPMENT	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
2.1.1	One Dump Truck (less than 10 CY)	1	1 day	\$240.00	\$240.00
2.1.2	One Dump Truck (greater than 10 CY)	1	1 day	\$300.00	\$300.00
2.1.3	One Bucket Truck	1	1 day	\$560.00	\$560.00
2.1.4	One Backhoe (Combination loader)	1	1 day	\$560.00	\$560.00
2.1.5	One Front end Loader with operator	1	1 day	\$560.00	\$560.00
2.1.6	One Skid Steer with attachments	1	1 day	\$480.00	\$480.00
2.1.7	One Chipper with operator	1	1 day	\$360.00	\$360.00
2.1.8	One Tub grinder 800 to 1000 HP, including operator	1	1 day	\$5,200.00	\$5,200.00



Town of Surfside
Price Submittal Schedule Form
Hurricane/Storm Preparation and Recovery
RFP # 2020-07

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
2.1.9	One Grapple Truck (25 cubic yards or less)	1	1 day	\$1,200.00	\$1,200.00
2.1.10	One Grapple Truck (25 cubic yards or more)	1	1 day	\$1,400.00	\$1,400.00
2.1.11	One Tub Grinder	1	1 day	\$5,200.00	\$5,200.00
3.0.0	Services and Materials	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
3.1.1	Installation of chain link fence	1	linear feet	\$12.00	\$12.00
3.1.2	Disposal of vegetation debris to landfill	1	cubic yard	\$14.00	\$14.00
3.1.3	Disposal of mulch debris to landfill	1	cubic yard	\$16.00	\$16.00
3.1.4	loading and hauling debris from ROW to Town designated debris management site (within Town Boundaries) estimated 15,000 cubic yard)	1	cubic yard	\$12.00	\$12.00
3.1.5	Disaster Debris Management site debris reduction by chipping/grinding per cubic yard on debris management site	1	cubic yard	\$4	\$4.00
3.1.6	Removal of hazardous fallen limbs	1	each tree	\$225.00	\$225.00

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the Invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: _____
 Executed by: Charles Gonzalez
 (Type or print name)
 Title: SR VP.
 for (Company): BRIGHTVIEW

EXHIBIT "I"

FHWA-1273

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 he or she is 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.** The FHWA or the contracting agency 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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Town of Surfside
Tree Schedule Inventory



RFP # _____

NOTE: This is a Town provided estimate / inventory as of June 2020. All bidders are to field verify quantities prior to submitting pricing.

Item Number	Item Description / Location	Tree Disposition Schedule											
		Sabal Palm	Date Palm	Bismarckia Palm	Ribbon Palm	Small Palm	Hedge Screening	Hardwood	Coccoloba Palm				
1.0.0	Park and Recreation Facilities												
1.0.1	Town of Surfside Community Center	30										18	56
1.0.2	Veterans Park and Tennis Center		8				YES						8
1.0.3	96th Street Park					10	YES						13
1.0.4	Hawthorne Tot Lot	21	1			2					7		
1.0.5	Dog Park - Surfside Paws Up Park										4		
1.0.6	Community Garden					20					3		
2.0.0	Parking Lots												
2.0.1	Abbott Parking Lot					49					28		
2.0.2	94th Street Parking Lot		3			27					15		
2.0.3	Town Hall Parking Lot	6	2	2		20							6
2.0.4	93rd Street Parking Lot		2			14					5		
2.0.5	95th Street Parking Lot					15	YES						
2.0.6	Collins Avenue Parking Lot					5							
3.0.0	Right of Way												
3.0.1	Beach Ends	18	7								6		9
3.0.2	Street Ends					32							
3.0.3	Hardpack / Walking Path										80		
3.0.4	Harding Avenue Roadway (Downtown Surfside)	67			22						12		
3.0.5	All Right of Way (ROW), roundabouts and medians	3	17				YES				1		6
Totals Quantities		145	40	2	22	194	0	179	98				

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
SFM SERVICES, INC.**

THIS AGREEMENT (this “Agreement” or this “Contract”) is made effective as of the _____ day of _____, 2020 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation (hereinafter the “Town”), and SFM Services, Inc., a Florida corporation (hereinafter, the “Contractor”).

WHEREAS, on August 26, 2020, the Town issued Request for Proposals (RFP) No. 2020-07 seeking qualified firms for Comprehensive Landscape Maintenance and Related Services, which RFP is incorporated herein by reference; and

WHEREAS, Contractor submitted a proposal in response to the RFP for general landscape maintenance services, including additional on-demand services and Disaster Debris Recovery Services; and

WHEREAS, after reviewing the proposals submitted in response to the RFQ, the Evaluation Committee and Town administration recommended entering into a non-exclusive professional services agreement for the provision of (i) general landscape maintenance services for the Town Right-of-Ways (the “Landscape Maintenance Services”), (ii) additional on-demand services (“Additional On-Demand Services”), and (iii) hurricane and storm preparation and recovery services, including disaster debris recovery services (“Disaster Debris Recovery Services”) (hereinafter, the Landscape Maintenance Services, the Additional On-Demand Services and the Disaster Debris Recovery Services collectively referred to as the “Services”); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon Unit Pricing for the various Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Services, and to provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

1.1. Landscape Maintenance Services for Town Right-of-Ways.

1.1.1. Contractor shall provide the Landscaping Maintenance Services for the Town’s Right-of-Ways, as set forth in the (i) the Contractor’s Proposal attached hereto Exhibit “A” and incorporated herein by reference, and (ii) the Landscape Maintenance Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

1.1.2. Contractor shall perform the Landscape Maintenance Services for the Town's Right-of-Ways identified in the Landscape Maintenance Location Map attached hereto as Exhibit "C" and incorporated herein by reference.

1.2. Additional On-Demand Services.

1.2.1. Contractor shall provide Additional On-Demand Services, as requested and approved in writing by the Town and upon delivery of a Notice to Proceed by the Town on a non-exclusive basis as set forth in the (i) the Contractor's Proposal attached hereto Exhibit "A" and incorporated herein by reference, and (ii) the Scope of Services for Additional On-Demand Services attached hereto as Exhibit "D" and incorporated herein by reference.

1.3. Disaster Debris Recovery Services.

1.3.1. Contractor shall provide the Disaster Debris Recovery Services upon delivery of a Notice to Proceed by the Town on a non-exclusive basis, as set forth in the Contractor's Proposal attached hereto as Exhibit "A," and the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E" and incorporated herein by reference.

1.3.2. The Town shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed delivered to Contractor. A representative will be designated by the Town (the "Town Representative") to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after the activation of this Agreement via a written Notice to Proceed. The Town Representative shall have full authority to act on behalf of the Town on all matters required under this Agreement. The Town is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available Emergency/Disaster Debris Recovery Services. Contractor may assist the Town with the development of Debris-based PSA(s), if requested.

1.3.3. Contractor Representative. Contractor shall have a knowledgeable and responsible Manager/Supervisor report to the Town's Representative within twenty-four (24) hours following delivery of a Notice to Proceed by the Town. Contractor's Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted Disaster Debris Recovery Services, as set out in this Agreement, Exhibit "A," and Exhibit "E" attached hereto.

1.3.4. Mobilization. When the Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 48 hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

- 1.3.5. Time to Complete. Contractor shall complete all directed work on a timely basis and as set out in Exhibit "E," the Disaster Debris Recovery Scope of Services, of this Agreement in the timeframe(s) provided in the Notice to Proceed and/or work authorization issued by the Town Manager. The Town Manager may extend the time to complete the directed work. However, in no case shall the work be completed beyond 180 days from any applicable declaration of a state of emergency, unless extended by the Town Manager.
- 1.3.6. Contractor shall be responsible for removal of all Debris up to the point where remaining debris can only be described as storm litter, and additional collection can only be accomplished by the use of hand labor.
- 1.3.7. Extensions. In as much as this is a "time is of the essence" based Agreement, the commencement of contracted services will be as set out in the Section 1.3.4 If the completion of this Agreement is delayed by actions of the Town or force majeure events, then the time to complete specified in Section 1.3.5 shall be extended for such time as caused by the delay to allow the Contractor to complete the performance of the Agreement. This Agreement may also be extended by mutual consent of both the Town and the Contractor for reasons of additional time, additional services and/or additional areas of work. Force majeure events shall include, but not be limited to, Acts of God, strikes, labor shortages, or other events beyond the reasonable control of Contractor or Town.
- 1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.
- 1.5. Contractor shall be responsible for planning and conducting Landscape Maintenance and Disaster Debris Recovery Services in a satisfactory workmanship manner. Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the Town Representative. Contractor shall have and require strict compliance with accepted ethical practices and all Town ordinances.
- 1.6. Contractor will supervise and/or direct all contracted services. Contractor is solely responsible for the means, methods, techniques, safety program and procedures utilized to perform the contracted services. Contractor will employ and maintain on the work site a qualified Manager/Supervisor who shall have full authority to act on behalf of the Contractor on all communications given by the Town.
- 2. Term/Commencement Date.**
- 2.1. The term of this Agreement shall commence on the Effective Date and continue for five (5) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager, on his discretion, may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1. **Compensation for Landscape Maintenance Services.** Contractor will invoice the Town monthly and be paid for the Landscape Maintenance Services in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for General Monthly Landscape Maintenance Services attached hereto as Exhibit “F,” in an amount not to exceed \$109,540.00 per year.

3.2. **Compensation for Additional On-Demand Service.** Contractor will invoice the Town and be paid for the Additional On-Demand Services in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Additional On-Demand Services attached hereto as Exhibit “G.”

3.3. **Compensation for Emergency/Disaster Debris Recovery Services.** Contractor will invoice the Town and be paid for this contracted service in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.1. **Unit Price for Debris.** The unit price per cubic yard or ton includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization as may be directed by the Town. All eligible contracted Debris shall be invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.2. **Unit Prices for Stumps.** The Town will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding unit pricing or rates invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.3. **Billing Cycle.** Contractor shall invoice the Town on a monthly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.

3.3.4. **Payment Responsibility.** The Town agrees to accept the Contractor’s invoice(s) and supporting documentation showing performance of Disaster Debris Recovery Services, as further set out under Exhibit “E,” and process said invoices for payment within 45 calendar days of receipt of the Contractor’s invoice. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

3.3.5. **Ineligible Work.** Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that may be determined by the

Town, the State of Florida, FEMA, and/or the federal government as ineligible Debris, or for stumps or other services that have not been requested or approved by Town. Based on the current guidance, FHWA will only reimburse the Town for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the Town. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the agreement.

3.3.6. Eligibility.

- 3.3.6.1. **Damage Categorization.** Contractor shall properly group all Disaster Recovery Services in accordance with FEMA's damage categories.
 - 3.3.6.2. **Eligibility Inspections.** Contractor and the Town or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E".
 - 3.3.6.3. **Eligibility Determinations.** If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the Temporary Debris Storage and Reduction Site ("TDSRS"). Contractor will not invoice the Town for such load(s) until the issue of eligibility is resolved.
- 3.3.7. Specialized Services.** In connection with the performance of Disaster Debris Recovery Services, the Contractor may invoice the Town for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E." Additional specialized services or equipment will only be performed or provided if/when directed by the Town. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit "H."
- 3.4.** Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

- 4.1.** Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any services to any private sector entities (corporations, developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

- 8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the Services unless directed otherwise by the Town Manager.
- 8.3. In the event of termination by the Town, Contractor shall be paid for all Services accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4. Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
 - 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
 - 9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

- 9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.5.** The provisions of this section shall survive termination of this Agreement.
- 10. Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.
- 11. Attorneys Fees and Waiver of Jury Trial.**
- 11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3. Notwithstanding the provisions above, the Town may be required to enter into agreements with federal and/or state agencies in connection with the provision of Emergency/Disaster Relief Services. Contractor shall be bound by the terms and

conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the Contractor, in writing, within seven (7) days of execution.

16. Ownership and Access to Records and Audits.

- 16.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3.** Upon request from the Town’s custodian of public records, Contractor shall provide the Town 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.
- 16.4.** 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 Town.
- 16.5.** 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 Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

16.9. Contractor shall comply with the following FEMA records access requirements:

16.9.1. Contractor agrees to provide the Town, the FEMA Administrator, 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 this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

16.9.2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16.9.3. Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed pursuant to or in connection with this Agreement.

16.9.4. In compliance with the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each

remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. The Contractor shall provide the Services in compliance with Resolution No. 2019-2646, incorporated herein by this reference and made a part hereof, and Chapter 90, Article VIII, "Landscape Requirements" of the Town Code of Ordinances.

20.2. Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Conflicts. This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.

In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

26.1.1. First Priority: Exhibit “I,” FHWA-1273;

26.1.2. Second Priority: This Agreement and all Attachments and Exhibits (except Exhibits “A” and “I”)

26.1.3. Thirds Priority: the RFQ;

26.1.4. Fourth Priority: Exhibit “A”, Contractor’s Proposal.

27. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

28. Bonding. The Contractor shall furnish to the Town, within 72 hours of the issuance of a Notice to Proceed for Disaster Debris Recovery Services, a Performance and Payment Bond executed by the Contractor, and surety company authorized to do business in the State of Florida, in an amount equal to the value established (including any contingency amounts) within an issued Notice to Proceed and/or work authorization, which bond shall be conditioned upon:

1. the successful completion of all work, labor, services, materials to be provided and furnished;
2. the payment of all subcontractors, materials and laborers; and
3. paying the Town all loss, damages, expenses, costs and attorneys’ fees, including appellate proceedings, that Town sustains because of a default by Contractor under the Agreement.

If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. The Town will only accept a Performance and Payment Bond issued by a firm with an A.M. Best rating of “A-“ (Excellent) or better. Contractor shall provide a letter from the Contractor’s bonding company that verifies the Contractor can comply with this requirement and is capable of having a bond issued in an amount equal to or exceeding \$10,000,000.00.

Contractor’s failure to provide and maintain the Performance and Payment bond required by this Agreement shall be grounds for termination, and the Contractor shall be liable for all losses, damages, costs and expenses associated with the failure to maintain the required bond.

29. Federal Requirements. Contractor agrees to comply with the contract provisions listed under FHWA-1273 Form, attached hereto Exhibit “I” and incorporated herein by reference, and the

following terms and provisions for all Disaster Debris Recovery Services that are federally funded and reimbursable:

29.1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. In accordance with 2 C.F.R. § 200.321, Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps for the Contractor to take regarding subcontractors must include:

29.1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

29.1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

29.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

29.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

29.1.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

29.2. Debarment and Suspension. The Town and the Contractor are subject to the debarment and suspension regulations set forth under Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000.

29.2.1. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, Contractor is required to verify that 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).

29.2.2. Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

29.2.3. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

29.2.4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29.3. Procurement of recovered materials. The Town and the Contractor agree to comply with 2 C.F.R. § 200.322:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29.4. Davis-Bacon Act.

29.4.1. All transaction regarding this Agreement shall be done in compliance with the Davis-Bacon Act, 50 U.S.C. 3141-3144 and 3146-3148, and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.

29.4.2. Contractor is required to pay wages to laborers at a rate not less than the prevailing wages specified in the wage determination made by the U.S. Secretary of Labor.

29.4.3. Contractors must pay wages not less than once a week.

29.5. Copeland Anti-Kickback Act.

29.5.1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

29.5.2. Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

29.5.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

29.6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid 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 who in turn will forward the certification(s) to the awarding agency.

29.7. Americans with Disabilities Act of 1990. Contractor shall remain in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor providing services in connection with this Agreement complies with all applicable requirements of the Americans with Disabilities Act of 1990 and the Florida Americans with Disabilities Accessibility Implementation Act of 1993 (F.S. § 553.501-513).

29.8. Buy America Requirements. Contractor shall comply with Buy America requirements under 23 C.F.R. 635.410.

29.9. Disadvantage Business Enterprise Program Requirements. Contractor shall comply with 49 C.F.R. Part 26.

29.10. Compliance with the Contract Work Hours and Safety Standards Act.

29.10.1. Contractor or its subcontractors contracting for any part of the Services under this Agreement 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 he or she is 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.

29.10.2. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$26 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 (b)(1) of this section.

29.10.3. The Town 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 its subcontractors 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 (b)(2) of this section.

29.10.4. Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29.11. Clean Air Act.

29.11.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42U.S.C. § 7401 et seq.

29.11.2. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.11.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

29.12. Federal Water Pollution Control Act.

29.12.1. 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.

29.12.2. Contractor agrees to report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.12.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

29.13. DHS Seal, Logo, and Flags. Contractor shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

29.14. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Agreement.

29.15. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

29.16. Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

29.16.1. Without invalidating the Agreement, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

29.16.2. The Town shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

29.16.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Town's Procurement Code, as amended from time to time.

[Remainder of page intentionally left blank. Signature pages follow.]

EXHIBIT "A"
CONTRACTOR'S PROPOSAL

The Proposal from SFM Services, Inc. is incorporated by this reference and made a part hereof.

**EXHIBIT “B”
LANDSCAPE MAINTENANCE SCOPE OF SERVICES**

SCOPE OF WORK

3.2.1. SUMMARY

The landscape objectives for this Agreement are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

3.2.2. The Scope of Services and Schedule are summarized in the table below:

Scope of Services
Irrigation
Mowing
Trimming
Shrub Pruning
Mulching
Weed Control
Tree and Palm Pruning
Fertilization
Pest Scouting and Treatment
On Demand Additional Services
Hurricane/Storm Services
Locations of Services

3.2.3. Service Areas.

3.2.3.1. The areas to be serviced and included in this RFP are shown in the Landscape Maintenance Locations Map, attached hereto as Exhibit “C,” and consist of Town property, parks, rights-of-ways, and common areas, which include but are not limited to hardpack, walking path, dunes, beach ends, and street ends.

3.2.3.2. Each area of service is different and the scope of work shall vary by location as follows:

Item Number	Item Description / Location	Sod	Trees	Hedges
1.0.0	<u>Park and Recreation Facilities</u>			
1.1.1	Town of Surfside Community Center	YES	YES	YES
1.1.2	Veterans Park and Tennis Center	YES	YES	YES
1.1.3	96th Street Park	YES	YES	YES
1.1.4	Hawthorne Tot Lot	YES	YES	YES
1.1.5	Dog Park - Surfside Paws Up Park	YES	YES	YES
1.1.6	Community Garden (Including lift station)	YES	YES	YES
2.0.0	<u>Parking Lots</u>			
2.0.1	Abbott Parking Lot	NO	YES	YES
2.0.2	94th Street Parking Lot	NO	YES	YES
2.0.3	Town Hall Parking Lot	NO	YES	YES
2.0.4	93rd Street Parking Lot	NO	YES	YES
2.0.5	95th Street Parking Lot	NO	YES	YES
2.0.6	Collins Avenue Parking Lot	NO	YES	YES
3.0.0	<u>Right of Way</u>			
3.1.1	Beach Ends	YES	YES	YES
3.1.2	Street Ends	YES	YES	YES
3.1.3	Hardpack / Walking Path	NO	NO	NO
3.1.4	Harding Avenue Roadway (Downtown Surfside)	NO	YES	YES
3.1.5	All Right of Way (ROW), roundabouts and medians	VARIES	VARIES	VARIES

3.2.3.3. A Tree Inventory Schedule, attached hereto as Exhibit "J," outlines the number of trees in each service area that will require Landscaping Maintenance Services from the Contractor.

3.2.4. Quality Assurance.

3.2.4.1. Contractor shall be an individual or firm of established capability, experience and reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services as outlined in this RFP.

3.2.4.2 All Contractors shall visit the site(s) and inspect all Service areas and landscape prior to submitting a proposal.

3.2.4.3. All Contractors shall comply with all sections of these Specifications.

3.2.4.4. No Services are to be subcontracted without the prior written consent of the Town.

3.2.4.5. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.2.4.6. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

3.2.4.7. Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services performed pursuant to this RFP, or improper or negligent activities, as defined in these Specifications.

3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.

3.3.1 Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services outlined in these Specifications. Equipment and materials furnished shall be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall provide sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edger, hedgers, trimmers, sprayers, etc. The Town may require the Contractor to have at least one (1) utility vehicle on site (7) days a week. Every commercial vehicle operated on the streets of the Town shall at all times display, permanently affixed and plainly marked on both sides, the Contractor's name and telephone number. If a vehicle is rented, the information may be affixed

to signs made of magnet and attached at all times while operating within the boundaries of the Town.

3.3.2 Contractor shall be responsible for regularly inspecting all equipment to be used in the performance of Landscaping Maintenance Services for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3 All fertilizer and pesticide products shall be environmentally friendly and shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4 The Town Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5 Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6 Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Town.

3.3.7 The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time, and any other cost to the proposer.

3.4 SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS

3.4.1 IRRIGATION

The contractor shall be responsible for the maintenance, repairs, and timing of irrigation systems within the Service areas. All systems are inspected by the contractor one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the contractor with approval by the Town. The Contractor must promptly report any malfunctioning valves, pumps, or timers to the Town for repair. Material pricing shall be provided for approval prior to proceeding with repairs.

3.4.2 MOWING

3.4.2.1 All turf areas shall be mowed with rotary mowers one (1) time each fourteen (14) days year-round. The rest of the year, turf areas shall be mowed one (1) time each fourteen (14) days, or as needed to keep the grass from growing more than 1.5" above the cutting

height. Total number of cuts per year shall be at least 26. Mulching mowers are preferred. Any additional requests for moving may be made by the Town and paid at awarded rate per location.

3.4.2.2 Mowing height shall be no less than 3.0” for St. Augustine grass, as measured on a flat, paved surface. Mowing height in shaded areas shall be slightly higher. Height shall be approved by the Town under other circumstances not listed.

3.4.2.3 All debris and/or litter shall be removed from turf areas prior to mowing. Any animal waste products and or dead animals shall be removed prior to cutting.

3.4.2.4 Injuries to tree trunks, exposed roots, and shrub bases shall be avoided by either mowing at a greater height or by mowing around them and hand-trimming later. If any injuries occur, they are to be reported to the Town for further direction.

3.4.2.5 Mower blades shall be kept sharp at all times so as to prevent tearing of leaf blades.

3.4.2.6 All grass clippings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms and/or rakes. Clippings shall not be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations. All grass clippings, leaves or other vegetation are to be hauled out by the contractor.

3.4.2.7 Not all locations require mowing. Locations that require bi-weekly mowing are park and recreation facilities and various rights-of-way. The contractor is to walk these locations prior to submitting pricing to make determination.

3.4.3 EDGING AND TRIMMING

3.4.3.1 All edges along bed lines, tree rings, parking lots, driveways, sidewalks, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas. Total number of visits per year shall be at least 26.

3.4.3.2 All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water. Any damages to irrigation system as a result of moving or edging are the responsibility of the contractor for replacement.

3.4.3.3 The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such.

3.4.3.4 All trimmings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms, and/or rakes. Clippings shall not

be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations.

3.4.3.5 All trimmings shall be collected regularly and disposed of at authorized dumping or recycling sites. Tickets for dumps shall be collected and quantified at the end of the month and provided to the Town.

3.4.4 SHRUB PRUNING

3.4.4.1 All landscaped areas shall be inspected during each regular service visit to ascertain whether any pruning and trimming is needed to maintain plants within their intended bounds, to remove dead or damaged plant parts including limbs, branches, palm fronds, stems, or flowers, and to keep plants from encroaching onto parking lots, rights-of-way, driveways, sidewalks, streets, windows, signs, lighting, etc.

3.4.4.2 Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted unless pre-approved by the Town.

3.4.4.3 All hedges shall be sheared using gas-powered shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.4.4 One (1) time per year, all sheared hedges shall be pruned to reduce overall height by four (4) to six (6) inches below normal cutting height, so as to remove accumulations of woody twigs created by shearing. The hedges shall then be allowed to grow back up to the desired height, where they shall again be maintained.

3.4.4.5 All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.4.6 All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.4.7 All shrub material in parking lot areas and adjacent rights-of-way areas shall be maintained at a maximum height of 36" from the top of the adjacent curb. Visibility into parking lots and rights-of-way shall not be obstructed by over growth.

3.4.4.8 All palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds, coconuts, and inflorescences. Each individual frond shall be cut as close to the trunk as possible, removing the entire leaf base, including all spines. Thatch accumulations on trunks shall be regularly removed as it naturally loosens. Any palms which have spines on their fronds (i.e., pygmy date palms) and are located within three (3) feet of

a pedestrian area shall regularly have the spines hand-clipped from the bases of the fronds, or the entire frond shall be removed if it does not create an unbalanced crown.

3.4.4.9 All clustering palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Periodically (no more than one time per year), some thinning of the clusters may be required; approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights, shall be cut at ground level and removed. Palms shall not be “cleaned” to remove all young stems.

3.4.4.10 All hardwood trees which are less than fifteen (15) feet in overall height shall be pruned as needed to remove dead branches, or to raise or reduce crowns to prevent them from encroaching into pedestrian/vehicular areas, over windows, sidewalks, signs, etc. There shall be no other “cleaning”, “thinning”, or “raising” of tree crowns. All other tree and palm pruning shall be the responsibility of a qualified arborist or tree crew.

3.4.4.11 All clippings and debris, including fallen palm fronds and nuts, fruits shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.5 MULCHING

3.4.5.1 All hedges, shrubs, planter beds, and free-standing palms and hardwood trees shall be mulched using naturally-colored, shredded eucalyptus or heat-sterilized melaleuca mulch, Grade B or better, layered to and maintained at a depth of at least but no more than one (1) to two (2) inches at all times.

3.4.5.2 All free-standing palms and shade trees shall have circular tree rings maintained uniformly at a distance of 18-inch radius (36-inch diameter) from the trunk, within which mulch shall be maintained. Trees and palms shall be centered in the tree rings.

3.4.5.3 Mulched areas shall begin two (2) to four (4) inches from trunks or stems and continue out to completely fill in shrub beds and tree rings. Mulch shall not be allowed to cover crowns of shrub plants or accumulate against the trunks of trees and palms.

3.4.5.4 Mulching is not allowed in Right of Way areas. Mulching will be limited to parks and recreation; street ends and beach end properties as well as parking lots where pre-approved by the Town.

3.4.6 WEED CONTROL

3.4.6.1 Weeds shall be removed by hand during each regular service visit in all landscaped areas, including the removal of weeds growing in thatch on palm trunks, fallen palm fruits, and tree/palm seedlings (“volunteers”) in hedges and shrub beds.

3.4.6.2 All weeds in driveways, sidewalks, fence lines, or other hardscape areas shall be removed by hand. The use of Round-Up (Glyphosate) herbicide is not permitted. Any

spray on applications of other herbicides must confirm with Town ordinance and be pre-approved by the Town after specifications have been submitted for review.

3.4.6.3 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5. SCOPE OF WORK – TREE AND PALM PRUNING

3.5.1 All shade trees and palms shall be pruned following the standards set forth in the American National Standard for Tree Care Operations, ANSI A-300 (Part 1)-2001 Pruning; (11 West 42 Street, New York, N.Y. 10036).

3.5.2 Pruning practices including tree inspection, tools and equipment, and pruning cuts, shall be performed as outlined in the ANSI A-300 standards.

3.5.3 Hardwood trees shall be pruned one yearly, as determined according to pruning objectives, tree species, tree age/size, tree condition, location, and usage.

3.5.4 The pruning types to be implemented on hardwood trees shall be determined prior to each pruning cycle and shall consist of one or a combination of the following pruning types, as defined in the ANSI A-300 standards: crown cleaning, crown thinning, crown raising, and crown reduction.

3.5.5 Trees with crowns which spread over roadways shall be pruned by canopy raising and/or canopy reduction such that a 15-foot vertical clearance is maintained.

3.5.6 Trees with crowns which spread over sidewalks and other pedestrian areas shall be pruned by canopy raising and/or canopy reduction such that an 8-foot vertical clearance is maintained.

3.5.7 Trees with crowns which spread over parking lots shall be pruned by canopy raising and/or canopy reduction such that a 12-foot vertical clearance is maintained. If 12-foot clearance can't be accomplished due to age of tree, pruning should occur in such a way to not obstruct parking stalls.

3.5.8 Trees adjacent to buildings, structures, power lines, fences, light posts, signs, or other fixtures shall have their crowns reduced to provide clearance from those structures or fixtures.

3.5.9 Palms shall be pruned two (2) times per year, in March and October.

3.5.10 Palms shall be pruned such that all brown lower fronds and no more than one (1) to two (2) rows of live fronds are removed. Live healthy fronds which are initiated above the horizontal plane shall not be removed (maximum frond removal shall result in a "9 and 3" position, as it relates to the face of a clock). All inflorescences and fruits (including coconuts) shall be removed.

3.5.11 Palm frond petioles shall be severed as close to the trunk as possible without causing damage to trunk tissues. All loose frond bases (“boots” and “thatch”) shall be removed. Those which do not readily abscise shall not be forced, torn, or shaven. All volunteer tree seedlings (ficus, bischofia, schefflera, etc.) shall be removed from the remaining “boots” or “thatch” by cutting or pulling.

3.5.12 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5.13 Tree Replacement. Removal of damaged trees and/or tree replacements or new plantings shall be completed in accordance with industry standards. New trees shall be maintained and guaranteed for a one (1) year period. Any tree that has been replaced and dies within the guarantee period will be replaced by the Contractor at no cost to the Town, no later than thirty (30) days after notification by the Town.

3.5.14 Sea grapes and hardwood on walking path as well as in other areas are to be trimmed following FDEP guidelines for sea grape trimming.

3.5.15 Address requirements for Dune, walking path and hardpack, if any.

3.6. SCOPE OF WORK – FERTILIZATION

3.6.1 FERTILIZER TYPES

3.6.1.1 The fertilizer to be used on all landscape material including turfgrass, hedges, shrubs, ground covers, palms, and hardwood trees, with the exception of annuals, ferns, orchids, or other species sensitive to granular fertilizers, shall be in granular form and have a 2-1-3 or 4-1-6 ratio of N, P, and K (i.e., “Palm Special” 8-4-12 or 8-2-12), with the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain magnesium sulfate (at least 4%) and micronutrients, specifically manganese sulfate (at least 1%), chelated iron (at least 1%), and trace amounts (less than 1%) of copper and zinc in the sulfate form, and boric acid.

3.6.1.2 Fertilizer for annuals, ferns, orchids, or other species sensitive to granular fertilizer shall be a slow-release resin-coated product containing an N, P, and K ratio of 1-1-1 (i.e, Osmocote or Nutricote).

3.6.1.3 If specific nutritional deficiencies occur, specific products shall be used as needed to correct deficiencies. Such products may include sulfur/potassium/magnesium products (i.e. Sul-Po-Mag or K-Mag), chelated iron (i.e. Sequestrene 138), micronutrient mix (i.e. Fer-A-Gro or Micro-Mix) or soluble products (i.e. Peter’s 20-20-20). Rates, frequencies, and application methods shall be determined based upon specific plant needs and product requirements.

3.6.2 FERTILIZATION FREQUENCY

3.6.2.1 All landscaped areas shall be fertilized four (4) times per year in February, May, August, and November.

3.6.2.2 Annuals shall be fertilized at half-rates, two (2) times during each seasonal change-out, once at the time of planting and again half-way through the growing season.

3.6.2.3 Products used to correct nutritional deficiencies shall be applied at the specified rates and frequencies for the specific plant and deficiency.

3.6.3 FERTILIZER RATES

3.6.3.1 Mixed plantings of turfgrass, hedges, shrubs, ground covers, palms and hardwood trees shall be fertilized with the product specified in 6.1.1, above, at the rate of 12.5 pounds of product per 1,000 square feet of landscaped area.

3.6.3.2 All free-standing palms shall be fertilized with the product recommended in 6.1.1, above, at the rate of 15 pounds of product per 1,000 square feet.

3.6.3.3 Resin-coated fertilizer shall be applied at label rates as specified for the intended plant species.

3.6.3.4 Products used to correct nutritional deficiencies shall be mixed and applied according to label directions for the specific purpose identified.

3.6.4 APPLICATION METHODS

3.6.4.1 Fertilizer for all plant material except large expanses of turfgrass shall be broadcast by hand on the ground or in the planter's underneath plant canopies prior to mulch applications. Fertilizer application shall begin at two (2) to six (6) inches away from trunks/crowns of trees and shrubs and continue out to the dripline of the plants. Fertilizer shall be evenly distributed on the soil surface, not applied in rings or mounds. Granular fertilizer shall not be allowed to accumulate on any plant leaves, in plant crowns, or at leaf bases.

3.6.4.2 Turfgrass fertilizer shall be applied with a rotary spreader after dew and irrigation water has dried from the leaves.

3.6.4.3 Fertilizer for ferns, orchids, annuals or other species sensitive to granular fertilizer shall be broadcast on the soil surface beneath the plants.

3.6.4.4 All excess fertilizer shall be swept, vacuumed, or hosed off of parking lots, driveways, sidewalks, etc., immediately after application, so as to avoid staining.

3.6.4.5 Irrigation shall be set to run through one (1) complete cycle immediately after granular fertilizer application. Contractor must notify the Town when fertilizing in order to coordinate irrigation appropriately. Irrigation is to be performed by Contractor.

3.7. SCOPE OF WORK – PEST/DISEASE CONTROL

3.7.1 GENERAL PRACTICES

3.7.1.1 Pest control shall be implemented on an as-needed basis only as part of an Integrated Pest Management (IPM) program. Contractor shall inspect all areas of the landscape at least one (1) time per month for early detection of actual or potential pest and/or disease infestations which may require treatment.

3.7.1.2 Contractor shall accurately identify any pest, disease, or weed species and determine whether or not chemical treatment is required. If so, it shall be treated with the most appropriate selective pesticide following all pesticide label directions. All pesticides are to be applied in a professional manner in compliance with and in accordance with all State, County, Town and applicable laws and regulations pertaining to the handling and usage of hazardous materials. Pesticides must be pre-approved by the Town prior to use.

3.7.2 TURFGRASS PESTS/DISEASES

3.7.2.1 The most common potential pests of St. Augustine turfgrass include chinch bugs, sod webworms, and grubworms, all of which can usually be effectively controlled with readily available pesticide products. Repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete pest control.

3.7.2.2 Fire ant control in turfgrass and shrub areas may be necessary as often as one (1) time per month, using fire ant baits, broadcast in the vicinity of, but not on top of, each nest.

3.7.2.3 Fungicide treatments for turfgrass shall be provided on an as-needed basis. Product selection, application rates, and frequencies shall be determined and pre-approved by the Town after diagnosis, and repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete disease control.

3.7.2.4 Pre-emergent weed treatment in St. Augustine turf areas using Atrazine shall be provided in the fall months when weather conditions (reduced temperatures) permit. Follow-up post-emergent treatments using Atrazine or another approved product for broadleaf weed control in St. Augustine grass shall be made as needed.

3.7.2.5 Pre- and post-emergent turf weed control treatments for grasses and hedges shall be provided on an as-needed basis, using the most appropriate environmentally friendly products, as directed on product labels.

3.7.3 TREE, PALM, AND SHRUB PESTS/DISEASES

3.7.3.1 Common pests of shrubs, such as insects and mites, shall be properly identified and treated with the most appropriate pesticide following all label directions. Follow-up treatments shall be provided as needed to completely control the infestations.

3.7.3.2 Snail bait shall be broadcast in shrub beds or sprayed on the foliage of susceptible plants (mostly foliage plants) on an as-needed basis.

3.7.3.3 Fungicide treatments shall be provided on an as-needed basis. Product selection, application rates, and frequencies must be determined after diagnosis.

3.7.3.4 Pre-emergent weed treatment in established shrub beds using environmentally safe products may be used 1 to 2 times per year during the summer and fall months to control heavy seed-germinated weed infestations. These products shall be applied according to label directions immediately following mechanical weed control.

3.7.3.5 Round-Up (Glyphosate) herbicides are prohibited and may not be used for post-emergent weed control in shrub beds, driveways, sidewalks, or other hardscape or landscape areas.

EXHIBIT "C"

LANDSCAPE MAINTENANCE LOCATIONS MAP

Town Right-of-Ways shall include the areas designated as "Hardpack + Dunes," "Street End/Beach Ends" and "Right of Way" on the Landscape Maintenance Locations Map below:

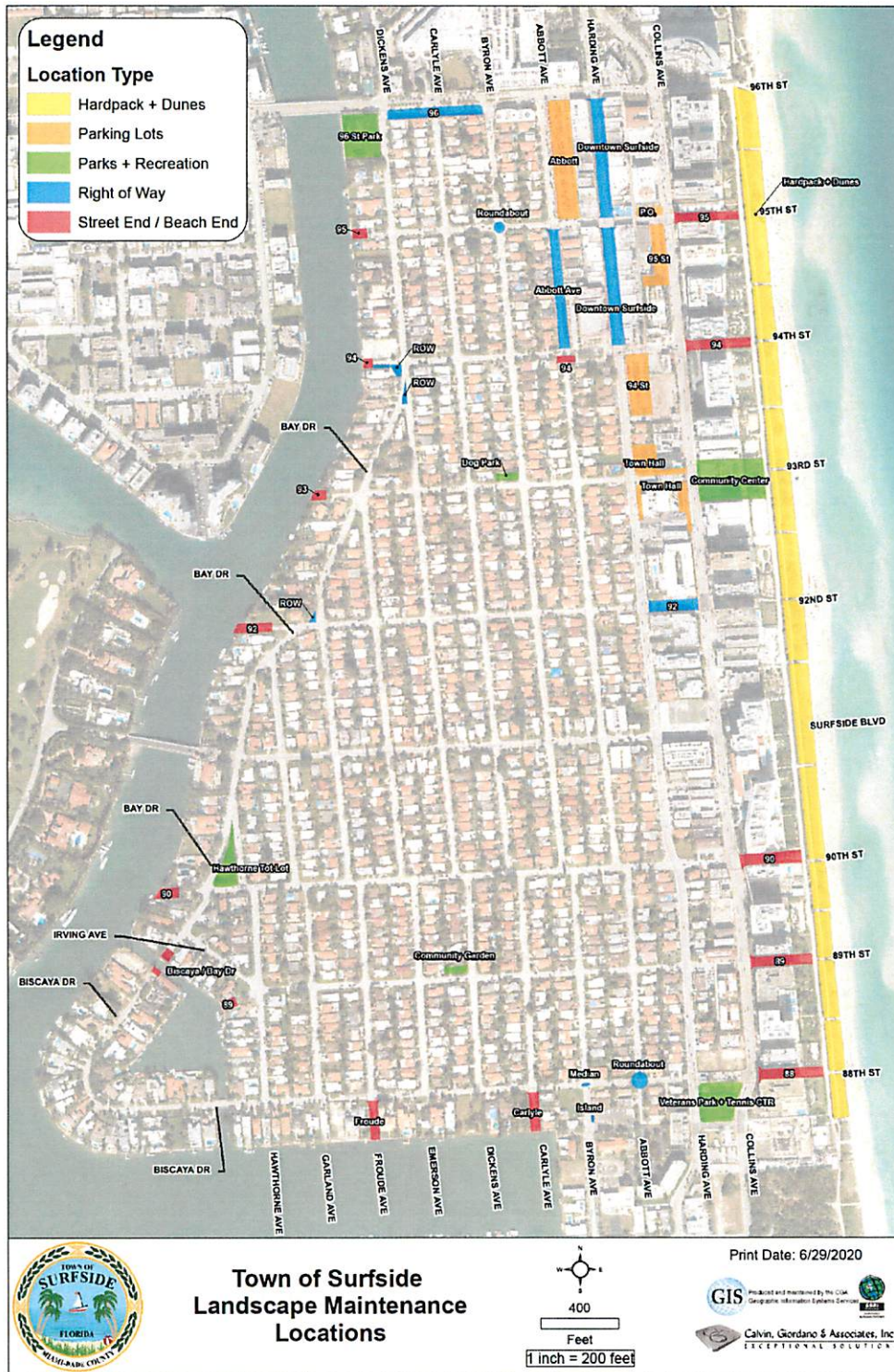


EXHIBIT “D”
SCOPE OF SERVICES FOR ADDITIONAL ON-DEMAND SERVICES

Additional non-routine on-demand services may be requested by the Town as provided in the On-Demand Additional Price Submittal Schedule Form attached hereto as Exhibit “G”, and may include, but are not limited to the following:

- (a) Seasonal Flower Placement
- (b) Event Landscaping
- (c) Sod Replacement
- (d) New Plant Installation
- (e) Tree or Stump Removal
- (f) Straightening or Resetting of Trees
- (g) Tree Relocation
- (h) Athletic Field Maintenance
- (i) Public Works’ Miscellaneous jobs
- (j) Holiday and Special Events (setup and cleanup)

**EXHIBIT “E”
DISASTER DEBRIS RECOVERY SCOPE OF SERVICES**

1.0 DISASTER DEBRIS RECOVERY SERVICES

1.1 Scope of Contracted Services. The recitals above are true and correct and are incorporated herein by reference. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, labor, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated or other disaster-related debris (hereinafter referred to as “Debris”)*, including hazardous and industrial waste materials, and within the time specified in the timeframes provided in the Town’s Notice-to-Proceed. Emergency Debris push, Debris removal and disposal, demolition of structures and hazard mitigation actions shall be limited to:

1. That which is necessary and determined to eliminate immediate threats to life, public health, and safety;
2. That which has been determined to eliminate immediate threats of significant additional damage to improved public or private property; and
3. That which is considered essential to ensure the economic recovery of the affected areas of the Town to the benefit of the Town at large.

Contractor shall provide for the cost-effective and efficient removal and lawful disposal of Debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, and any other locally owned facility or site as may be directed by the Town. Contracted services will only be performed after the delivery to the Contractor of an Approved Work Authorization and a Notice-to-Proceed by the Town. The Contractor shall load and haul the Debris collected from within the legal boundaries of the Town to a site(s) specified by the Town.

1.2 Emergency Push / Road Clearance. Contractor shall accomplish the cutting, tossing, stacking and/or pushing of Debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the Town or the Government’s applicable representatives (the “Monitoring Team”). This operational aspect of the scope of contracted services shall be for the first 70 hours (plus or minus) after a disaster event and issuance of the Town’s Notice-to-Proceed unless extended by the Town in accordance with FEMA Regulation 325. Once this Debris push task is accomplished, the following additional tasks will begin as requested by the Town.

1.3 Right-of-Way (ROW) Removal. Contractor shall mechanically remove, load and/or haul all Debris from the local ROW when directed to do so by the Town. The Debris shall be delivered to a Town designated Temporary Debris Storage and Reduction Site (“TDSRS”) for processing. Contractor shall use reasonable care to prevent damage to Town or private property not already damaged by the disaster event in the process of ROW Debris removal. Contractor shall only be liable for any damage caused by its negligence or intentional wrongdoing.

1.4 Right-of-Entry (ROE) Removal (*if implemented*). Contractor will remove ROE Debris from private property with due diligence, as directed by the Town or the Monitoring Team. Contractor agrees to make reasonable efforts to save from destruction items that the property

owners wish to save, (i.e., trees, small buildings, etc.) Contractor will exercise reasonable care when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made by the Town to mark these utilities. Contractor does not warrant that utility damages will not occur as a result of conducting the services provided under this Agreement and shall be liable only for those damages caused by its negligence or intentional wrongdoing.

1.5 Demolition of Structures (*if implemented*). Contractor will demolish any unsafe structures designated for removal only at the direction of the Town or the Monitoring Team. Contractor agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the Town as set out in Section 1.1 above.

1.6 Private Property Waivers. The Town will secure all necessary permissions, waivers and right-of-entry agreements from property owners for the removal of Debris and/or demolition of structures from private residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Management of TDSRS. Contractor shall operate and manage all TDSRS as the Town may require and authorize. In doing so, the Contractor will perform all of the following actions and services:

1. Prepare a layout plan for each TDSRS;
2. Provide the Town with a pre-use condition report of the TDSRS, to include soil test, photos and other evidence of prior use and conditions;
3. Provide site security, traffic control, fire safety, tower construction and any environmental safe guard requirements in compliance with applicable law;
4. Process all Debris as directed by the Town, to include grinding, incineration, and/or compaction with as much separation as may be practical;
5. Separate white goods for specialized disposal as directed by the Town; and
6. Restore any TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis.

1.8 Disaster Recovery Technical Assistance. Contractor will provide, upon request of the Town, Disaster Recovery Technical Assistance to elected and appointed officials within the Town. This service shall include reasonable support guidance on all aspects of the recovery process. Emphasis will be on Debris management and disaster grants. Contractor will provide compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior Contractor team member with the goal of assisting the Town to receive the maximum reimbursement available from external sources.

1.9 Other Disaster Services. The Town may require, request and direct the Contractor to supply and/or perform other/additional services not set out in Section 1.0 above, provided reasonably related to the disaster recovery and remediation. The scope of these additional tasks, and the compensation to be paid therefore, including reasonable Contractor overhead and profit, as agreed by the parties, shall be conveyed in writing to the Contractor and any such writing shall become an amendment to this Agreement upon approval and execution by the parties.

1.10 Additional Support Services. Contractor can/will provide *Additional Support Services* as requested by the Town. Contractor maintains an inventory of professional storm and disaster recovery service providers, which include but are not limited to, emergency power and generators, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, preservation of historical sites, vessel recovery, hazardous waste remediation, and bioterrorism remediation. In the event the Town requests the Contractor to provide *Additional Support Services*, the Contractor will deliver in writing a price or cost for each service requested for consideration and negotiation with the Town.

The multiple variables attending such services (i.e., timing, distance, units required, duration of service, etc.), makes the listing or pricing of each such *Additional Support Services* as an attachment to this Agreement impractical. Contractor will provide such services at the lowest possible unit, hourly or lump sum price possible with a reasonable profit to Contractor. The provision of any such *Additional Support Services* shall be set forth in writing and signed by the parties, and shall become an amendment to this Agreement

2.0 Performance of Services

2.1 Geographic Assignment. The geographic boundary for work by the Contractor hereunder shall be as directed by the Town and will be limited to properties located within the Town's legal boundaries.

2.2 Multiple, Scheduled Passes. Contractor shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm or disaster event. The Town shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the Town. Upon agreement between the Town and the Contractor, the number of passes may be increased based on mutual agreement regarding the amount of additional Debris brought to the ROW.

2.3 Operation of Equipment. Contractor shall provide a minimum of 10 trucks to respond to a disaster event. The type of trucks shall be selected by the Town Manager at the time of issuance of a Notice to Proceed. In addition, the Town Manager may increase or decrease the minimum number of trucks upon mutual agreement at the time of issuance of a Notice to Proceed and/or work authorization to correspond to an event activation. Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local laws, rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town. Should operation of equipment be required outside of the public ROW, the Town will provide a Right-of-Entry Agreement, as set out in Section 1.6 above.

2.4 Certification of Load Carrying Capacity. Contractor shall submit to the Town a certified report indicating the type of vehicle, make and model, license plate number, assigned Debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul Debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Town or Monitoring Team and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the Town by the Contractor.

2.5 Vehicle Information. The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul Debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

2.6 Security of Debris during Hauling. Contractor shall be responsible for the security of Debris on/in each vehicle or piece of equipment used to haul Debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the Debris does not extend horizontally beyond the bed of the hauler. All loose Debris shall be reasonably compacted and secured during transport.

2.7 Traffic Control. Contractor shall mitigate the impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices and applicable law. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction and/or disposal site(s).

2.8 Monitoring of Debris Operations. The Government may require that the Town conduct a Debris monitoring program. Contractor will assist the monitoring team if this activity is by force account or contracted. Contractor will cooperate and coordinate with the Debris monitoring team/firm in all aspects of the team activity. Logistical support and reports to the Town on Debris monitoring activities are the responsibility of the team manager or monitoring Contractor.

2.9 Work Days/Hours. Contractor may conduct Debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the Town following consultation with and notification to the Contractor.

2.10 Hazardous and Industrial Wastes. Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during Debris removal operations for collection and disposal in accordance with applicable local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. Contractor will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. Contractor may use the services of a subcontractor specializing in the management and disposal of such materials and waste if the Contractor is directed to conduct such operations by the Town.

2.11 Stumps. All hazardous/eligible stumps identified by the Town will be extracted, loaded, transported, stored, reduced and disposed of in accordance with the standards of this Agreement. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented and invoiced by the Contractor for payment in accordance with the rates contained on Exhibit "H," "Disaster Debris Recovery Price Submittal Schedule Form."

2.12 Utilizing Local Resources. Contractor shall, to the extent practicable, give priority to utilizing resources within the Town. This local preferences priority will include, but not be limited to, debris hauling, procurement of services, supplies, and equipment, and awarding other recovery service subcontracts and employment to the local workforce.

2.13 Work Safety. Contractor shall provide and enforce a safe work environment, in compliance with applicable federal, state and local law, in all activities under this Contract. The Contractor will provide such safety equipment, training and supervision as may be required by the Town and/or Government. Contractor shall ensure that its subcontracts contain a similar safety provision.

2.14 Inspection and Testing. All Debris shall be subject to adequate inspection by the Town or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Town will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation of the Town and Contractor.

2.15 Other Contractor(s). Contractor shall acknowledge the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. Town shall have the right to contract with any other Contractor or subcontractor for the contracted services or *Additional Support Services* provided herein. The Town shall have the right to recover the difference in price for any alternative or replacement performance provided by another contractor.

3.0 Debris Ownership.

3.1 Ownership of Debris. All debris actually collected by the Contractor pursuant to a Notice to Proceed and/or work authorization shall become the property of the Contractor for removal and lawful disposal. The Debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

3.2 Disposal of Debris. Unless otherwise directed by the Town, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste. The location of the TDSRS(s) and final disposal site(s) shall be determined by the Town. Other additional sites may be utilized as directed and/or approved by the Town.

4.0 REPORTS CERTIFICATIONS and DOCUMENTATION.

4.1 Accountable Debris Load Forms. The Town shall accept the serialized copy of the Contractor's Debris reporting ticket(s) as the certified, original source documents to account for

the measurement and accumulation of the volume of Debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets will also be utilized for Debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

4.2 Reports. Contractor shall submit periodic, written reports to the Town as requested or required, detailing the progress of Debris removal, processing and disposal. These reports may include, but not are limited to the following.

4.2.1 Daily Reports. The daily reports will detail the location where passes for Debris removal were conducted, the quantity of Debris (by type) removed or disposed, the total number of crews engaged in Debris management operations, the crew assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. Contractor will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm for the prior twenty-four (24) hours.

4.2.2 Weekly Summaries. A weekly summary of all information contained in the daily reports will be provided to the Town. Contractor will provide this report within two business days after the end of the week. Contractor will provide both reports in written and electronic format if requested.

4.2.3 Report(s) Delivery. The scheduled time and point of delivery for the Debris and other recovery operations reports will be directed by the Town in consultation with the Contractor.

4.2.4 Final Project Closeout Report. Upon final inspection and/or closeout of the project by the Town, the Contractor shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Town. If requested, the Contractor will provide additional information to adequately document the conduct of the Debris management operations for the Town and/or Government, to include electronic spreadsheets.

4.3 Additional Supporting Documentation. Contractor shall submit reports and/or other documentation on Debris loading, hauling, disposal and load capacity measurements as may be required by the Town and/or Government to support requests for Debris project reimbursement from external funding sources.

4.4 Report Maintenance. Contractor may be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, and Debris reporting tickets and contract correspondence for a period of not less than three (3) years after final project closeout. These maintained reports may include electronic scanned copies of the daily load tickets and tower determination of percent full.

4.5 Contract File Maintenance. Contractor will maintain this Agreement and the invoices that are generated for the contracted services for a period of not less than five (5) years.

EXHIBIT "F"
GENERAL MONTHLY LANDSCAPE MAINTENANCE
PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 General Monthly Maintenance
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity (Times per Month)	Total Months	Cost (Cost per each time)	Total (Total cost per year)
1.0.0	<u>Park and Recreation Facilities</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1.1	Town of Surfside Community Center <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$ 1,991.14	\$ 23,893.63
1.1.2	Veterans Park and Tennis Center <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$ 3,509.83	\$ 42,117.97
1.1.3	96th Street Park <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$ 1,276.99	\$ 15,323.83
1.1.4	Hawthorne Tot Lot <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$ 919.07	\$ 11,028.90
1.1.5	Dog Park - Surfside Paws Up Park & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$ 669.03	\$ 8,028.37
1.1.6	Community Garden & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$ 841.80	\$ 10,101.57
2.0.0	<u>Parking Lots</u>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>
2.0.1	Abbott Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$ 1,397.90	\$ 16,774.81
2.0.2	94th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$ 1,009.01	\$ 12,108.17
2.0.3	Town Hall Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$ 889.74	\$ 10,676.94
2.0.4	93rd Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$ 692.10	\$ 8,305.25
2.0.5	95th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$ 781.94	\$ 9,383.27
2.0.6	Collins Avenue Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$ 551.71	\$ 6,620.55
3.0.0	<u>Right of Way</u>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>



Town of Surfside
 Price Submittal Schedule Form
 General Monthly Maintenance
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity (Times per Month)	Total Months	Cost (Cost per each time)	Total (Total cost per year)
3.1.1	Beach Ends <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$ 1,725.86	\$ 20,710.30
3.1.2	Street Ends <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$ 2,295.35	\$ 27,544.14
3.1.3	Hardpack / Walking Path <i>Rake leaves and loose vegetation from perimeters. Control perimeters as needed</i>	1	12	\$ 1,219.61	\$ 14,635.37
3.1.4	Harding Avenue Roadway (Downtown Surfside) <i>Maintenance of all hedges and trees as needed</i>	1	12	\$ 1,836.91	\$ 22,042.90
3.1.5	All Right of Way (ROW), roundabouts and medians <i>Maintenance of all sod, hedges and trees as needed - varies per location</i>	2	12	\$ 2,050.61	\$ 24,607.29
Total Cost of Yearly General Maintenance Landscape Services		<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	\$ 283,903.26

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: _____
 Executed by: Jose Antonio
 (Type or print name)
 Title: Founder / S.P.
 for (Company): SEM Services Inc

EXHIBIT "G"

ADDITIONAL ON-DEMAND SERVICES PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
1.0.0	PERSONNEL	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1.1	One Landscape Supervisor	8	hours	\$ 45.00	\$ 360.00
1.1.2	One Landscape Laborer	8	hours	\$ 30.00	\$ 240.00
1.1.3	One Irrigation Technician	8	hours	\$ 75.00	\$ 600.00
1.1.4	One Dump Truck Operator	8	hours	\$ 45.00	\$ 360.00
1.1.5	One Equipment Operator	8	hours	\$ 45.00	\$ 360.00
1.1.6	One Operation Manager	8	hours	\$ 45.00	\$ 360.00
1.1.7	One Licensed Arborist	8	hours	\$ 95.00	\$ 760.00
2.0.0	EQUIPMENT	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
2.1.1	One Dump Truck (less than 10 CY)	1	day	\$ 360.00	\$ 360.00
2.1.2	One Dump Truck (less than 10 CY)	1	day	\$ 360.00	\$ 360.00
2.1.3	One Bucket Truck	1	day	\$ 840.00	\$ 840.00
2.1.4	One Backhoe (Combination loader)	1	day	\$ 520.00	\$ 520.00
2.1.5	One Skid Steer with attachments	1	day	\$ 360.00	\$ 360.00
2.1.6	One Chipper	1	day	\$ 360.00	\$ 360.00
2.1.7	One Tree Grinder	1	day	\$ 360.00	\$ 360.00



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
2.1.8	One Water Tank (500 Gal.)	1	day	\$ 360.00	\$ 360.00
2.1.9	24" x 6" Wide Trencher	1	day	\$ 360.00	\$ 360.00
2.1.10	Grapple Loader (30 Cubic Yard capacity, equipment only)	1	day	\$ 760.00	\$ 760.00
3.0.0	Services and Materials	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
3.1.1	Meril Soil Drench for Royal Palms (One application including follow up per year)	1	each application	\$ 25.00	\$ 25.00
3.1.2	Cygon Foliar Spray for Royal Palms (One application including follow up per year)	1	each application	\$ 25.00	\$ 25.00
3.1.3	Phoenix daetylifera/Phoenix canariensis Maintenance (Three applications per year)	3	each application	\$ 25.00	\$ 75.00
3.1.4	Rate for Topsoil (70/30 Mix) delivered and installed in place	1	cubic yard	\$ 35.00	\$ 35.00
3.1.5	Rate for Lawn Sand delivered and installed in place	1	cubic yard	\$ 45.00	\$ 45.00
3.1.6	Palm DTC Injection	1	each application	\$ 25.00	\$ 25.00
3.1.7	Date Palm trunk drench treatment for thielaviopsis paradoxa	1	each application	\$ 45.00	\$ 45.00
3.1.8	Solid St. Augustine "Floratom" Sod in place for lawn repair	1	square foot	\$ 0.65	\$ 0.65
3.1.9	500 SQFT Palette of St. Augustine "Floratom" sod delivered and installed per Town direction	1	palette	\$ 295.00	\$ 295.00
3.1.10	Undyed Shredded Florimulch, Grade "A" or better delivered and installed in place	1	cubic yard	\$ 45.00	\$ 45.00
3.1.11	One Skid Steer loader with Operator	1	day	\$ 110.00	\$ 110.00
3.1.12	One Backhoe Combination with Operator	1	day	\$ 135.00	\$ 135.00



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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
3.1.13	Foliar Spray to Combat Ficus Whitefly (4'-6' height hedge)	1	linear feet	\$ 2.50	\$ 2.50
3.1.14	Foliar Spray to Combat Ficus Whitefly (7'-12' height hedge)	1	linear feet	\$ 2.50	\$ 2.50
3.1.15	Drench to Combat Ficus Whitefly (4'-6' height hedge)	1	linear feet	\$ 2.50	\$ 2.50
3.1.16	Drench to Combat Ficus Whitefly (7'-12' height hedge)	1	linear feet	\$ 2.50	\$ 2.50
3.1.17	Drench to Combat Ficus Whitefly (Tree up to 25' Height)	1	each application	\$ 45.00	\$ 45.00
3.1.18	Drench to Combat Ficus Whitefly (Tree 25' - 35' Height)	1	each application	\$ 45.00	\$ 45.00
3.1.19	Drench to Combat Ficus Whitefly (Tree 35' and above)	1	each application	\$ 45.00	\$ 45.00
3.1.20	Micro-injectable systemic insecticide to combat whitefly (Tree up to 65" DBH)	1	Per injection	\$ 65.00	\$ 65.00
3.1.21	Micro-injectable systemic insecticide to combat whitefly (Tree 65" to 85" DBH)	1	Per injection	\$ 65.00	\$ 65.00
3.1.22	Micro-injectable systemic insecticide to combat whitefly (Tree above 85" DBH)	1	Per injection	\$ 65.00	\$ 65.00
3.1.23	Systemic Basal Bark/Root Application (Tree up to 65" DBH)	1	Per application	\$ 65.00	\$ 65.00
3.1.24	Systemic Basal Bark/Root Application (Tree 65" to 85" DBH)	1	Per application	\$ 65.00	\$ 65.00
3.1.25	Systemic Basal Bark/Root Application (Tree above 85" DBH)	1	Per application	\$ 65.00	\$ 65.00
3.1.26	Plant 3 Gal. Clusia guttifera (Small-leaf Clusia)	1	each installation	\$ 12.00	\$ 12.00
3.1.27	Plant 7 Gal. Clusia guttifera (Small-leaf Clusia)	1	each installation	\$ 35.00	\$ 35.00
3.1.28	Plant 1 Gal. Arachis glabrata (Perennial Peanut)	1	each installation	\$ 5.00	\$ 5.00



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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
3.1.29	Plant 3 Gal. Chrysobalanus icaco "Red Tip" (Red-Tip Cocoplum)	1	each installation	\$ 12.00	\$ 12.00
3.1.30	Plant 3 Gal. Chrysobalanus "Horizontalis" (Horizontal Cocoplum)	1	each installation	\$ 12.00	\$ 12.00
3.1.31	Plant 3 Gal. Coccoloba Uvifera (Sea grape)	1	each installation	\$ 12.00	\$ 12.00
3.1.32	Plant 3 Gal. Hamelia Patens (Firebush)	1	each installation	\$ 12.00	\$ 12.00
3.1.33	Plant 3 Gal. Conocarpus erectus (Green Buttonwood)	1	each installation	\$ 12.00	\$ 12.00
3.1.34	Plant 3 Gal. Conocarpus erectus "Sericeous" (Silver Buttonwood)	1	each installation	\$ 12.00	\$ 12.00
3.1.35	Plant 1 Gal. Dianella tasminica "Variegata" (Var. Blueberry Flax Lily)	1	each installation	\$ 8.00	\$ 8.00
3.1.36	Plant 3 Gal. Ficus microcarpa "Green Island" (Green Island Ficus)	1	each installation	\$ 12.00	\$ 12.00
3.1.37	Plant 3 Gal., Hamelia Patens "Compacta (Dwarf Firebush)	1	each installation	\$ 12.00	\$ 12.00
3.1.38	Plant 3 Gal. Ixora "Nora Grant" (Pink Ixora)	1	each installation	\$ 12.00	\$ 12.00
3.1.39	Plant 3 Gal Jasminum volubile (Wax Jasmine)	1	each installation	\$ 12.00	\$ 12.00
3.1.40	Plant 25 Gal. Jatropha integerrima (Jatropha)	1	each installation	\$ 450.00	\$ 450.00
3.1.41	Plant 3 Gal. Microsorium scolopendrium (Wart Fern)	1	each installation	\$ 12.00	\$ 12.00
3.1.42	Plant 3 Gal. Muhlenbergia capillaris (Muehly Grass)	1	each installation	\$ 12.00	\$ 12.00
3.1.43	Plant 3 Gal. Schefflera arboricola "Dazzle"	1	each installation	\$ 12.00	\$ 12.00
3.1.44	Plant 3 Gal. Tripsacum dactylifera (Fakahatchee Grass)	1	each installation	\$ 12.00	\$ 12.00



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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
3.1.45	Plant 3 Gal. Tripsacum floridana (Florida Gamma Grass)	1	each installation	\$ 12.00	\$ 12.00
3.1.46	Plant 7 Gal. Zamia furfuracea (Cardboard Palm)	1	each installation	\$ 35.00	\$ 35.00
3.1.47	Seagrape trimming east of the CCCL line	1	each tree	\$ 55.00	\$ 55.00
3.1.48	Remove all from coconut palm with trimming	1	each tree	\$ 35.00	\$ 35.00
3.1.49	Material and installation of gravel cover (Surfside Mix)	1	cubic yard	\$ 75.00	\$ 75.00
3.1.50	Town of Surfside Community Center pesticide control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.51	Veterans Park and Tennis Center pesticide control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.52	96th Street Park pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.53	Hawthorne Tot Lot pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.54	Dog Park - Surfside Paws Up Park pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.55	Community Garden pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.56	Abbott Parking Lot pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.57	94th Street Parking Lot pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.58	Town Hall Parking Lot pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.59	93rd Street Parking Lot pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.60	95th Street Parking Lot pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
3.1.61	Collins Avenue Parking Lot pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.62	Beach Ends pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.63	Street Ends pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.64	Hardpack / Walking Path pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.65	Harding Avenue Roadway (Downtown Surfside) pest control through pesticide application	1	each application	\$ 125.00	\$ 125.00
3.1.66	Right of Way (ROW), roundabouts and medians pest control through pesticide application	1	each application	\$ 250.00	\$ 250.00
3.1.67	Stump removal	1	each	\$ 350.00	\$ 350.00
3.1.68	Emodea Littoralis "Golden Creeper" 1 gallon	1	each installation	\$ 8.00	\$ 8.00
3.1.69	Bursera Simaruba "Gumbo Limbo" 12' ht.	1	each installation	\$ 650.00	\$ 450.00
3.1.70	Bursera Simaruba "Gumbo Limbo" 14' to 16' ht. 6'-7' spread	1	each installation	\$ 850.00	\$ 850.00

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: _____
 Executed by: Jose Alvarez
 (Type or print name)
 Title: Founder / P.O.
 for (Company): 5m Services, Inc.

EXHIBIT "H"
DISASTER DEBRIS RECOVERY SERVICES
PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 Hurricane/Storm Preparation and Recovery
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
1.0.0	EMERGENCY SERVICES	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
1.1.1	One Landscape Supervisor	8	hours	\$ 67.50	\$ 540.00
1.1.2	One Landscape Laborer	8	hours	\$ 45.00	\$ 360.00
1.1.3	One Dump Truck Operator	8	hours	\$ 67.50	\$ 540.00
1.1.4	One Equipment Operator	8	hours	\$ 67.50	\$ 540.00
1.1.5	One Operation Manager	8	hours	\$ 67.50	\$ 540.00
2.0.0	EQUIPMENT	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
2.1.1	One Dump Truck (less than 10 CY)	1	1 day	\$ 540.00	\$ 540.00
2.1.2	One Dump Truck (greater than 10 CY)	1	1 day	\$ 540.00	\$ 540.00
2.1.3	One Bucket Truck	1	1 day	\$ 1,260.00	\$ 1,260.00
2.1.4	One Backhoe (Combination loader)	1	1 day	\$ 780.00	\$ 780.00
2.1.5	One Front end Loader with operator	1	1 day	\$ 980.00	\$ 980.00
2.1.6	One Skid Steer with attachments	1	1 day	\$ 780.00	\$ 780.00
2.1.7	One Chipper with operator	1	1 day	\$ 540.00	\$ 540.00
2.1.8	One Tub grinder 800 to 1000 HP, including operator	1	1 day	\$ 6,000.00	\$ 6,000.00



Town of Surfside
Price Submittal Schedule Form
Hurricane/Storm Preparation and Recovery
RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Line Item Cost
2.1.9	One Grapple Truck (25 cubic yards or less)	1	1 day	\$ 1,140.00	\$ 1,140.00
2.1.10	One Grapple Truck (25 cubic yards or more)	1	1 day	\$ 1,140.00	\$ 1,140.00
2.1.11	One Tub Grinder	1	1 day	\$ 5,600.00	\$ 5,600.00
3.0.0	Services and Materials	Leave blank	Leave blank	Leave blank	Leave blank
3.1.1	Installation of chain link fence	1	linear feet	\$ 15.00	\$ 15.00
3.1.2	Disposal of vegetation debris to landfill	1	cubic yard	\$ 25.00	\$ 25.00
3.1.3	Disposal of mulch debris to landfill	1	cubic yard	\$ 10.00	\$ 10.00
3.1.4	loading and hauling debris from ROW to Town designated debris management site (within Town Boundaries) estimated 15,000 cubic yard)	1	cubic yard	\$ 17.00	\$ 18.00
3.1.5	Disaster Debris Management site debris reduction by chipping/grinding per cubic yard on debris management site	1	cubic yard	\$ 6.00	\$ 6.00
3.1.6	Removal of hazardous fallen limbs	1	each tree	\$ 17.00	\$ 18.00

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: _____
 Executed by: Jose Rodriguez
(Type or print name)
 Title: Founder / K.P.
 for (Company): Star Services, Inc.

EXHIBIT "I"

FHWA-1273

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 he or she is 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.** The FHWA or the contracting agency 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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



Town of Surfside
Tree Schedule Inventory

RFP # _____

NOTE: This is a Town provided estimate / inventory as of June 2020. All bidders are to field verify quantities prior to submitting pricing.

Item Number	Item Description / Location	Tree Disposition Schedule							
		Sabal Palm	Date Palm	Bismarckia Palm	Ribbon Palm	Small Palm	Hedge Screening	Hardwood	Coconut Palm
1.0.0	Park and Recreation Facilities								
1.0.1	Town of Surfside Community Center	30						18	56
1.0.2	Veterans Park and Tennis Center		8				YES		8
1.0.3	96th Street Park					10	YES		13
1.0.4	Hawthorne Tot Lot	21	1			2		7	
1.0.5	Dog Park - Surfside Paws Up Park							4	
1.0.6	Community Garden					20		3	
2.0.0	Parking Lots								
2.0.1	Abbott Parking Lot					49		28	
2.0.2	94th Street Parking Lot		3			27		15	
2.0.3	Town Hall Parking Lot	6	2	2		20			6
2.0.4	93rd Street Parking Lot		2			14		5	
2.0.5	95th Street Parking Lot					15	YES		
2.0.6	Collins Avenue Parking Lot					5			
3.0.0	Right of Way								
3.0.1	Beach Ends	18	7					6	9
3.0.2	Street Ends					32			
3.0.3	Hardpack / Walking Path							80	
3.0.4	Harding Avenue Roadway (Downtown Surfside)	67			22			12	
3.0.5	All Right of Way (ROW), roundabouts and medians	3	17				YES	1	6
Totals Quantities		145	40	2	22	194	0	179	98

EXHIBIT "j"
TREE INVENTORY SCHEDULE