

# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal From: Public Works Department  
Department

Delivered by: Juliana De la Ossa  
Name

Date of Transmittal: 08/28/2020

City Clerk's Office Date Stamp  
1 SEP '20 PM4:14

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Agreement Renewal Letter
- Work Order
- Special Magistrate Order
- Vehicle Title
- Deed
- Lease
- Other: \_\_\_\_\_

Is this to be recorded with Miami-Dade County  Yes  No

Is this Contract / Agreement:  Capital Improvement  Non-Capital Improvement

Contract / Agreement Termination Date: 180 days Renewal Date: \_\_\_\_\_

Description of Record Copy: Provision of Right-of-Way Maintenance services for a three year period  
Agreement SFM Services

Approved by Council:  Yes  No Council Meeting Date: 08/12/2020  
(Provide Resolution / Ordinance attached when applicable)

Non-Council Item: \_\_\_\_\_  
(Provide a brief explanation of the reason / need for the purchase, service, etc.)

Budgeted Funds:  Yes  No Account No.: 001/401.80005.500340 FY: 20

**Office of the City Clerk Administrative Use Only**

Received by: J. Cruz

Reviewed for completion by: Conne Diaz

Returned to originating Department for the following corrections on: N/A (Date)

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Tracking Log: 9/2/2020 (Date) Digital Copy: 9/2/2020 (Date)

Website: 9/2/2020 (Date) AGR 150 SFM

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
SFM Services  
FOR  
ITB 2020-14 Right-of-Way Maintenance Services**

**THIS AGREEMENT** is made between **SFM Services**, an active, for-profit Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee to PROVIDE RIGHT-OF-WAY MAINTENANCE SERVICES FOR THE CITY OF DORAL ALONG THE CITY RIGHT-OF-WAY (the "Project"); and

**WHEREAS**, the Project would commence upon approval of the agreement at the August 12, 2020 City Council Meeting and the Project would be completed within the contract period of three initial (3) year periods with the option to renew for an additional two (2) one-year periods; and

**WHEREAS**, the City Council approved staff's recommendation during its August 12, 2020 Regular Council Meeting via Resolution No. 20-159 and authorized the City Manager to enter into an agreement on behalf of the City with SFM Services.

**WHEREAS**, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

**WHEREAS**, the City desires to engage the Contractor to perform the services specified below.

**1. Scope of Services/Deliverables.**

1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.

1.2 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

**2. Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through the initial three (3) year contract time, unless earlier terminated in accordance with Paragraph 8. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider. The City Manager may extend the term of this Agreement by written notice to the Consultant.

2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

3.1.1 The Public Works Director or his designated representative must approve the work and related costs prior to the commencement of work by the issuance of a Work Order. The City will determine if the completed work is acceptable.

3.1.2 If the work does not meet the City requirements, SFM Services must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

3.1.3 Upon satisfactory completion of specified and authorized work as determined by the sole discretion of the City, SFM Services shall invoice the City the fees associated with the work in accordance with the fees specified in Exhibit "A". Any services or equipment not specified in Exhibit "A" shall be treated as a change order and must be approved in writing by the City prior to commencement of the work.

3.1.4 SFM Services shall invoice the City by the first Friday of each month the completed Application for Payment for the previous period. If the City Manager in his/her sole discretion determines that the work has been performed according to the job specifications, the City shall pay such invoice within thirty (30) days.

3.1.5 SFM Services invoice shall include a complete breakdown of the work order components, the quantities of material used and installed, and the amount due and other supporting documentation as may be required by the Contract documents or the City for approval.

3.1.6 SFM Services agrees to charge the City a monthly fee reflected under Exhibit "A" for the Canal Bank Geo-Web Stabilization Services.

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Provider the undisputed portion of the invoice. Upon written request of the Finance Director,

the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-providers.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.

4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

5. **Provider's Responsibilities.**

5.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by the provider under similar circumstances. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

6. **Conflict of Interest.**

6.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

7. **Termination.**

7.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.

7.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the project.

7.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 7.4.

7.4 The Provider shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

7.5 If the Provider wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

8. **Insurance.**

8.1 The Provider shall secure and maintain throughout the duration of this Agreement professional liability, medical and/or commercial insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

8.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. **Nondiscrimination.**

9.1 During the term of this Agreement, Provider 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

10. **Attorneys' Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their 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 appellate levels.

10.2 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.

11. **Indemnification.**

11.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City 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 out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

11.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

12. **Notices/Authorized Representatives.**

12.1 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 following addresses:

For the City: Albert P. Childress  
City Manager  
City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.  
City Attorney  
City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

For the Provider: Christian Infante  
President  
SFM Services, Inc.  
9700 NW 79 Avenue  
Hialeah Gardens, FL 33016

13. **Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

14. **Entire Agreement/Modification/Amendment.**

- 14.1 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.
- 14.2 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. **Ownership and Access to Records and Audits.**

- 15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 15.2 The City Manager or his 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 Provider involving transactions related to this Agreement.
- 15.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

- 16.1 This Agreement shall not be assignable by Provider. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

17. **Severability.**

- 17.1 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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

18. **Independent Contractor.**

- 18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City 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.

18.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

19. **Compliance with Laws.**

19.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

20. **Waiver**

20.1 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.

21. **Survival of Provisions**

21.1 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.

22. **Prohibition of Contingency Fees.**

22.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts**

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

24. **Interpretation.**

24.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise

requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

24.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

25. **Discretion of City Manager.**

25.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

26. **Third Party Beneficiary**

26.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

27. **No Estoppel**


27.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its Principal, whose representative has been duly authorized to execute same.

Attest:

  
\_\_\_\_\_  
Connie Diaz  
City Clerk

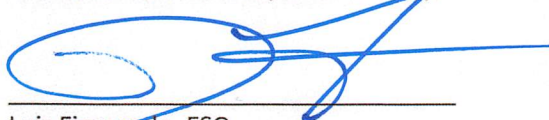
**CITY OF DORAL**

By:   
\_\_\_\_\_  
Albert P. Childress  
City Manager


Date: Aug. 31, 2020

Approved As To Form and Legal Sufficiency for the Use

And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Luis Figueredo, ESQ.

**PROVIDER**

By:   
\_\_\_\_\_  
Its: President  
Date: 8-28-20



# CITY OF DORAL



Invitation to Bid

**ITB No. 2020-14**

## **Right-of-Way Maintenance Services**

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# City of Doral

## Invitation to Bid

### ITB No. 2020-14

### Right-of-Way Maintenance Services

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Albert P. Childress, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **11:00 am on May 8<sup>th</sup>, 2020**. The submittals shall be clearly marked **"ITB No. 2020-14 – Right-of-Way Maintenance Services"**.

**All submittals shall be publicly opened and recorded on 11:00 am, Friday, May 8<sup>th</sup>, 2020.** Late submittals shall **not** be accepted or considered. Proposals must be submitted electronically through DemandStar or Vendor Registry by the date and time stated above. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

The City's tentative schedule for this solicitation is as follows:

**Anticipated Issue date: Monday, April 13<sup>th</sup>, 2020**

- **Pre-Bid Meeting:** April 24<sup>th</sup>, 2020 at 11:00 A.M. EST
- **Cut-off Date for Questions:** April 31<sup>st</sup>, 2020 at 5:00 P.M. EST
- **Bid Due Date:** May 8<sup>th</sup>, 2020 at 11:00 A.M. EST

The City of Doral reserves the right to accept any submittal deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all submittals and re-advertise.

## **PROJECT OVERVIEW**

By way of this ITB, the City is soliciting bids from interested parties for the provision of right-of-way maintenance services (the "Services") on City public right-of-way and facilities by a licensed contractor. In addition, the firm must have the capability to respond in a timely manner to any emergency call as explained here in. Through the process described herein, licensed contractors interested in assisting the City with the provision of the Service must prepare and submit a bid packet in accordance with the procedure and schedule of this ITB.

Through the process described herein, licensed and certified General Contractors interested in assisting the City with the provision of the Services must prepare and submit a bid packet in accordance with the procedure and schedule of this ITB. The City will review submittals only from those contractors that submit a bid which includes all the information required to be included as described herein.

All questions or comments should be directed to the following email [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com).

All inquiries must reference **ITB No. 2020-14 – Right-of-Way Maintenance Services** in the subject line.

No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

It is the intent of the City to award a contract subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

The City reserves the right to delay or modify scheduled dates and will notify respondents of all changes in scheduled dates.

## SECTION 1.0: GENERAL CONDITIONS

### 1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

(ii) You/Your

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or sub Awarded Respondent(s)s. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Respondent(s) will have different obligations than "you" as a Successful Respondent(s) will have upon awarding of this contract.

Respondent(s)/Respondent(s)/Bidder

Any business entity submitting a response to this solicitation.

Successful Respondent(s)/Respondent(s)/Bidder

The Respondent(s) whose response to this solicitation is deemed to be the most advantageous to the City. A Respondent(s) will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB and a Notice of Commencement will be issued.

(iii) Proposal

The written, sealed document submitted by the Respondent(s) according to the ITB instructions. A response to this ITB shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

### 1.2 CLARIFICATION

Questions regarding this ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the

questioner, will be distributed simultaneously to all known prospective Bidders.

(i) Written Addenda

If it becomes evident that this ITB must be amended, we will issue a formal written addendum to all registered prospective Respondent(s)s via email notification. Addendum will be uploaded to the City's Procurement Webpage. If necessary, a new ITB opening date may be established by addendum.

### 1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Respondent(s)s for the preparation of ITB related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

### 1.4 EXAMINATION OF DOCUMENTS

The Respondent(s) must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent(s) may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the ITB documents. No person is authorized to give oral interpretations of, or make oral changes to the ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

### 1.5 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid opening, whichever is earlier, any material submitted in response to this Request for Proposal will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondent(s)s must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposal by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

### 1.6 WITHDRAWAL OF PROPOSAL

A Respondent(s) may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening ITBs**. The original Submittal as modified by such writing will be considered as the Submittal Proposal submitted by the

Respondent(s). No oral proposal modifications will be considered.

### 1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all proposals or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposal, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Request for Proposal itself does not in any way constitute a contractual agreement between the City of Doral and the Respondent(s). However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Respondent(s) and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

### 1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the Respondent(s) to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

### 1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Respondent(s) may incur preparing and submitting bids called for in this Request for Proposal.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Respondent(s) in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

(iii) **Request for Modifications**

The City reserves the right to request that the Respondent(s) modify a proposal/bid to more fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a proposal, the Respondent(s) certifies that he/she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Proposals**

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

(vi) **Proposal Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals**

An alternate proposal will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent(s) ability to fulfill the requirements of the ITB.

(ix) **Proprietary Information**

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

All proposals received from Respondent(s) in response to this Invitation to Bid will become the property of the City of Doral and will not be returned to the Respondent(s). In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

### 1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB and subsequent contracting including, but not limited to:

**Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**

**Occupational, Safety and Health Act (OSHA)**

**The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended**

**National Institute of Occupational Safety Hazards (NIOSH)**

**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation- Rule 14-90,  
Florida Admin. Code**

**U.S. Department of Transportation**

**City of Doral, City Ordinance No. 2004-03  
Cone of Silence, City Provision Code**

**The State of Florida Statutes Sections 218.73 and 218.74 on  
Prompt Payment**

Respondent(s) or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent(s) or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent(s). Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Respondent(s). Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent(s) or Vendor recognizes that with respect to this transaction or bid, if any Respondent(s) or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent(s) or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Respondent(s) or Vendor must complete and execute the Business Entity Affidavit form. The terms "Respondent(s)" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Respondent(s) will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

**1.11 CONE OF SILENCE**

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (ITB), Request for Qualification (RFQ), or Invitation to Bid (ITB), between a potential vendor, service provider, Respondent(s), bidder, lobbyist, or consultant, and the

City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each ITB, RFQ, and Bid after the advertisement of said ITB, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular ITB, RFQ, or bid between a potential vendor, service provider, Respondent(s), bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/Respondent(s) regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent(s), bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or Respondent(s) shall render any ITB award, RFQ award, or Bid award to said bidder or Respondent(s) voidable by the City Council and/or City Manager.

**1.12 Florida Government in the SUNSHINE LAW**

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

**1.13 CANCELLATION**

In the event any of the provisions of this ITB are violated by the Awarded Respondent(s), the City Manager shall give written notice to the Awarded Respondent(s) stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

**1.14 ASSIGNMENT**

The Awarded Respondent(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

**1.15 PROPERTY**

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

**1.16 TERMINATION FOR DEFAULT**

If the Awarded Respondent(s) defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without

penalty to the City of Doral. In such event, the Awarded Respondent(s) shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Respondent(s) was not in default or (2) the Awarded Respondent(s)'s failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Doral.

**1.17 TERMINATION FOR CONVENIENCE**

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

**1.18 CONFIDENTIALITY**

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

**1.19 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

**1.20 AUDIT RIGHTS AND RECORDS RETENTION**

The Awarded Respondent(s) agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Respondent(s) shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

**1.21 CAPITAL EXPENDITURES**

Awarded Respondent(s) understands that any capital expenditures that the Awarded Respondent(s) makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Respondent(s) must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Respondent(s). If Awarded Respondent(s) has been unable to recoup its capital expenditures during the

time it is rendering such services, it shall not have any claim upon the City of Doral.

**1.22 GOVERNING LAW AND VENUE**

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

**1.23 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

**1.24 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Respondent(s), or to create any other similar relationship between the parties.

**1.25 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Respondent(s) will include, but not be limited to, the following terms and conditions:

- A. The Awarded Respondent(s) shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on

appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Respondent(s), its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

- B. The Awarded Respondent(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Respondent(s) shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Respondent(s) shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Respondent(s) and the City, that the completion time as specified in Awarded Respondent(s)'s submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

**1.26 HIRING PREFERENCE FOR PROCURED PROJECTS**

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

**END OF SECTION 1**

## **SECTION 2**

### **SPECIAL CONDITIONS**

#### **2.1 PURPOSE**

The City is soliciting bids from interested parties for the provision of right-of-way maintenance services (the "Services") on City public right-of-way and facilities by a licensed contractor.

#### **2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS**

All firms that submit a bid shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this request for proposal. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.
2. Contractor shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
3. Bidder must have performed work in Florida on at least three (3) previous Right-of-Way Maintenance jobs similar to this one, each within the past five (5) years. At least one (1) of these jobs must have been performed for a governmental entity in Florida.

**The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" in Section 5.0. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

#### **2.3 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to these Sections may be cause for the bid to be considered non-responsive.

#### **2.4 LICENSING**

Successful respondent must provide a copy of their occupational/business license and State of Florida registration at time of award. Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org). Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's

license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

## 2.5 SPECIAL CONDITIONS

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

## 2.6 MANDATORY PRE-BID CONFERENCE

A **Mandatory** Pre-Bid Conference will be held on April 24<sup>th</sup>, 2020 at 11:00 a.m. via Web-ex Meeting Conference Call.

Attendance (via telephone) to this Pre-Proposal meeting is mandatory. Proposers interested in participating in the pre-proposal meeting must follow these steps:

1. Dial the TELEPHONE NUMBER: +1-510-338-9438 USA Toll
2. Enter the MEETING NUMBER: 623 225 543 # (note that number is followed by the pound (#) key).
3. Meeting Password: prebid
4. To join via the web, please visit the link below. WebEx Link to attend:  
<https://cityofdoral.my.webex.com/cityofdoral.my/j.php?MTID=mb1c11c4000ee9beaacf2f6c00c7fc797>

**Late arrivals will not be permitted to join the conference and therefore forfeits all opportunities to bid on this project.** During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the ITB. Attendance to the Pre-Bid conference is **mandatory**.

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

## 2.7 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

## **2.8 OPTIONS TO RENEW**

At the completion of the three (3) years of the original contract term, the City of Doral shall have the option to renew for an additional two (2) years, maintaining the same pricing structure and purchasing format as explained on the next paragraph. Continuation of the contract beyond the initial period is a City prerogative not a right of the bidder. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

## **2.9 PRICING**

If the Respondent is awarded a contract under this ITB solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## **2.10 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**2.11 METHOD OF AWARD**

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this ITB and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Respondent's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Respondent's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) or more Respondent selected as the most responsible, responsive Respondent meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

The bid will be awarded to the lowest, most responsive and responsible, bidder.

**2.12 DUE DATE**

All Bids are due no later than **Friday, May 8<sup>th</sup>, 2020 at 11:00 AM**, EST or any time prior thereto. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals must be submitted electronically through DemandStar or Vendor Registry by the date and time stated above. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Invitation to Bid must be supplied to constitute a regular submittal.

**SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.**

**2.13 INSURANCE REQUIREMENTS**

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to **Exhibit "A"**.

**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

**The City reserves the right to require additional insurance in order to meet the full value of the scope of services.**

**At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.**

**2.14 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

**2.15 COMPLETE PROJECT REQUIRED**

The Work to be performed under any Contract resulting from this Invitation to Bid shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

**2.16 INQUIRIES**

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: **ITB No. 2020-14 – Right-Of-Way Maintenance Services**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the ITB must submit them via email on or before 5:00 p.m. April 31<sup>st</sup>, 2020. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

## **2.17 ATTACHED FORMS**

### **2.17.1 Non-Collusion Affidavit**

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Bid submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Bid, the Party certifies the Bidder has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

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

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

### **2.17.2 Americans with Disabilities**

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

### **2.17.3 Compliance with Equal Employment Opportunity**

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin,

sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

**2.17.4 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

**2.17.5 Tie Bids Form**

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids /proposals will be followed if none of the tied vendors have a drug free workplace program.

**The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.**

**2.18 GOODS/ SERVICES MAY BE ADDED OR DELETED**

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

**END OF SECTION**

## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 SCOPE OF SERVICES**

The work covered by the Specifications and Contract Documents, consists of medians and right-of-way maintenance services on public right-of-way such as streets, canals and city facilities. Planting of trees, palms and shrubs as described below and in the bid form.

By submitting a bid, the bidder certifies that he/she is familiar with the sites and the proposed scope of work, prior to submitting a bid. The City reserves the right to add or remove specific locations on a temporary or permanent basis, as deemed appropriate.

#### **3.2 SERVICE SPECIFICATIONS**

The contractor must furnish all labor, materials, equipment and supervision required to furnish and install plant material throughout the City. The work also will include debris pick-up and disposal, mowing and edging of specified right-of-way such as medians, swales, canal right-of-way and slopes, mulching, fertilizing, weed control, removal of tree stumps, trimming of shrubs, palms and trees within specified medians and right-of-way and will consist of and be conducted as follows:

- Debris pick-up will be conducted prior to any mowing activity.
- Mowing and plant bed maintenance will be conducted on an as-needed basis as determined by the City utilizing the line items prices as indicated on the bid form.

Maintenance of medians with a combination of sod and larger plant material including but not limited to:

- NW 58<sup>th</sup> St. median, between NW 97<sup>th</sup> Ave. & NW 107<sup>th</sup> Ave.
- NW 107<sup>th</sup> Ave. median, between NW 58<sup>th</sup> St. & NW 90<sup>th</sup> St.
- NW 53 St. median, between NW 84<sup>th</sup> Ave. & NW 79<sup>th</sup> Ave.
- NW 74<sup>th</sup> St. median, between NW 114<sup>th</sup> Ave. & NW 107<sup>th</sup> Ave.
- NW 36<sup>th</sup> St. and Palmetto Interchange.
- Phase I (Completed): Doral Boulevard median (NW 41<sup>st</sup> St.), between Florida Turnpike and NW 97<sup>th</sup> Ave.

These locations shall be maintained as follows in addition to the normal service specifications:

1. Application of fertilizer and insect/disease control material (pesticides/herbicides) (All rates as established by accepted horticultural standards, manufacturer's recommendation and as approved by City's Landscape Architect) shall be as shown below,

or at the City's discretion may be modified to plant material, as required to meet Florida Green Local Government designation at no additional cost to the City. Contractor is required certification and licensing by the **Florida Department of Agriculture and Consumer Services (FDACS)** to apply pesticides and herbicides. Bidder is also required that all personnel applying fertilizers be trained through the **Green Industry Best Management Practices (BMP) Program** and submit to the City the proper documentation of certifications.

**Fertilizers:**

A. Lawn

1. Summer – Apply granular 24-0-11 or approved equal.
2. Winter – Apply granular 15-0-17 or approved equal.

B. Palms

1. Apply four applications per year (at quarterly intervals) of granular 8-2-12 or approved equal.

C. Trees

1. Apply three applications per year of granular 14-3-14 or approved equal.

D. Shrubs and Ground Cover

1. Apply four applications per year (at quarterly intervals) of granular 6-8-14 or 5-10-15 or approved equal.

E. Inspection and disease prevention activities for all other areas of plant beds, sod, trees, and shrubs, will be treated on an "as-needed" basis as a result of an inspection. Required service call between scheduled maintenance will be at the Contractor's expense.

**Preventive Spray for Insect Control (Herbicides/Pesticides):**

A. Lawn: Spray all lawn areas as required for control of all chinch bugs, army worms, sod webworm fungus, fire ants and other pests. Spraying shall be accomplished at Contractor's expense.

B. Shrubs: Spray shrubs and ground cover as needed with insecticide. Follow manufacturer's instructions for application utilizing Integrated Pest Management Principles.

C. OTC (Lethal Yellowing) injections: Upon evidence of lethal yellowing, immediately begin (4) gram injections, per palm, of OTC tree injection formula (Tree Saver Inc. or equal). Follow manufacturer's recommendations for injection method and frequency.

D. Red Eye Royal Palm Bug: Upon evidence of deterioration of the head of the palm, begin a (5) gallon per palm soil drench with Merrit soil drench. Perform second soil drench within

21 days. Follow manufacturer's recommendation for application method. In heavy infestations, a foliar application of Cygon is recommended for immediate results. Drench head of Palm until runoff occurs and repeat foliar spray within 21 days.

- E. Gumbo Limbo Spiraling Whitefly: Treatment in accordance with the latest information and recommendations from the University of Florida Extension (currently root drench methodology 3 times annually with approved treatment method).

**NOTWITHSTANDING ANY LANGUAGE IN THIS CONTRACT, ALL CHEMICAL APPLICATIONS SHALL REQUIRE WRITTEN APPROVAL BY THE CITY PRIOR TO APPLICATION. CONTRACTOR SHALL SUBMIT YEARLY, QUARTERLY, AND MONTHLY CALENDARS FOR APPROVAL PURPOSES RELATING TO CHEMICAL APPLICATIONS AND LOCATIONS.**

**Mowers and Edgers:**

1. All rotary mowers shall be adjusted to 2 ½" or 3" cutting height as directed by the City. All equipment shall be in good repair, shall have no oil or fuel leaks, and shall be equipped with grass catchers and shall have sharp blades.
2. All rotary mowers must be mulching-type mowers with no discharge allowed, or all clippings must be manually removed.
3. All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the City at its sole discretion.
4. Edgers shall be in good repair, shall have no oil or fuel leaks, and shall provide a clean straight edge not more than ½" away from edge of sidewalks, curbs, or pavement.

**Mulch:**

1. Mulch all planting areas not covered by shrubs, ground cover or existing mulch as directed by the City to a depth of 3".
2. Natural pine bark or City approved equivalent: Prior to its delivery, mulch shall have inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proof of delivery shall bear official State of Florida stamp of inspection and certification (Grade A or Deliver in bags or bulk by the cubic yard).
3. All material specified shall be processed specifically for use as mulch around trees and plant beds. The use of construction wood or wooden pallets (which do not decompose and/or may harbor pests), the use of fresh-wood mulch (which deprives the surrounding plants of nitrogen), or the use of color dyed mulch, is prohibited.

**Irrigation:**

The Contractor and his Supervisory personnel must have substantial experience in the landscape and irrigation maintenance of public right-of-way including medians and high traffic roadways.

This experience must include a minimum of five years in this type of work. Proof of such shall be required at bid submittal.

Irrigation inspections are to be performed monthly at below locations:

- **NW 58<sup>th</sup> St. median, from NW 97<sup>th</sup> Ave. to NW 107<sup>th</sup> Ave.**
- **NW 107<sup>th</sup> Ave. median, from NW 58<sup>th</sup> St. to NW 90<sup>th</sup> St.**
- **NW 53<sup>rd</sup> St. median, from NW 84<sup>th</sup> Ave. to NW 79<sup>th</sup> Ave.**
- **NW 36<sup>th</sup> St./Palmetto Interchange,**
- **NW 74<sup>th</sup> St. median, from NW 114<sup>th</sup> Ave. to NW 107<sup>th</sup> Ave.**
- **Doral Boulevard median (NW 41<sup>st</sup> St.) from Turnpike to NW 97<sup>th</sup> Ave.**
- **NW 54<sup>th</sup> St. swale, from NW 87<sup>th</sup> Ave. to NW 79<sup>th</sup> Ave. on the South side.**

Irrigation inspections shall be included on the unit cost for each location on the bid form. A City representative must be on site during the inspection process. Inspection shall consist of the proper functionality of irrigation system, to include: water pump, sprinkler heads nozzles, and water lines. Once the inspection is complete, the Contractor is responsible to provide to the City representative a list of all damaged irrigation parts found during the inspection process. The City will then provide the Contractor the materials based off the inspection and the Contractor shall install based on the hourly rate as indicated on the bid form. Contractor will be responsible for the maintenance of the automatic irrigation system to ensure proper watering of all plant material. Contractor will be responsible to make minor irrigation repairs and adjustments to lateral lines, risers, and sprinkler heads up to one (2) inch in diameter, as required to keep the system operating. Irrigation system damaged during the maintenance service and as a result of the maintenance operation must be immediately brought to the City's attention and repaired at the Contractor's expense. Malfunctioning of the system as a result of wear and tear shall be reported to the City immediately. Any major repairs needed must be approved by the City prior to any work performed and price shall be based utilizing the line item prices as indicated on the bid form.

The Contractor shall warrant all existing and installed plant material (ground cover, shrubs, trees and palms) within the above-mentioned medians with the exception of damaged ones as a result of vehicles, storm, and chemical or fuel spills. Any repairs to landscape not under warranty must be approved by the City prior to any work performed. Contractor shall inspect the above-mentioned medians before bid submittal and shall report to the City any plant material that may not be warranted due to the existing conditions. By submitting a proposal the Contractor certifies that he/she has familiarized himself with the above-mentioned medians. If no report or disclaimer is submitted by the Contractor at time of proposal submittal, the Contractor shall be responsible for the warranty of all existing plant material.

Caution must be used by maintenance workers not to damage landscape material when weed-eating around ground cover, tree bases, and tree strapping and bracing. Contractor will be held responsible for extensive damage caused to trees, plants, or shrubs as a result of Contractor's negligence.

All debris, clippings, weeds, cuttings, and excess grass to be disposed in a legal matter. At no instance vegetative debris resulting from landscaping activities shall be swept, blown, cast, or discarded into any stormwater inlet as per **City Ordinance No. 2014-40**.

During drought periods additional watering services can be added through unit price. Use water free of toxic elements to flora and fauna. Contractor shall provide (within the unit cost for water used) labor and equipment necessary to distribute water as required for all plant material using hand-watering methods. Existing or proposed irrigation systems should not be relied on to provide water for planted materials.

#### **Maintenance within Canal Right-of-Way**

##### **A. Flat Mowing**

Flat grass areas serviced within the canal right-of-way. Area consists of grass areas between existing guardrail (including maintenance under guardrail) and canal top of bank.

##### **B. Slopes Maintenance**

Sloped banks within the canal right-of-way. Areas consist of sloped surface area of stabilized banks; from the canal top of bank to the water level (see excerpts from Canal Bank Stabilization Program Plans, Figures 1 & 2). Canal banks have been stabilized through two geo-web techniques, sloping stabilization system and stacking stabilization system. Vegetative cover shall be trimmed back to within 6 inches from the Stacked geo-web surface, and to within 3 inches of the sloped geo-web surface. Larger trunks protruding from the geo-cells shall be cut as close as possible to the geo-web and removed if possible, without causing any damage to the cells. Contractor shall exercise extreme caution not to cause any damage the existing stabilized surface. Contractor shall immediately report to the City any damage caused as a result of the maintenance operation. Contractor shall be responsible for any repairs at no expense to the City. Method of repair shall be approved by the City before commencement of any repair operation.

Figure 1 - Sloping Canal Bank Stabilization

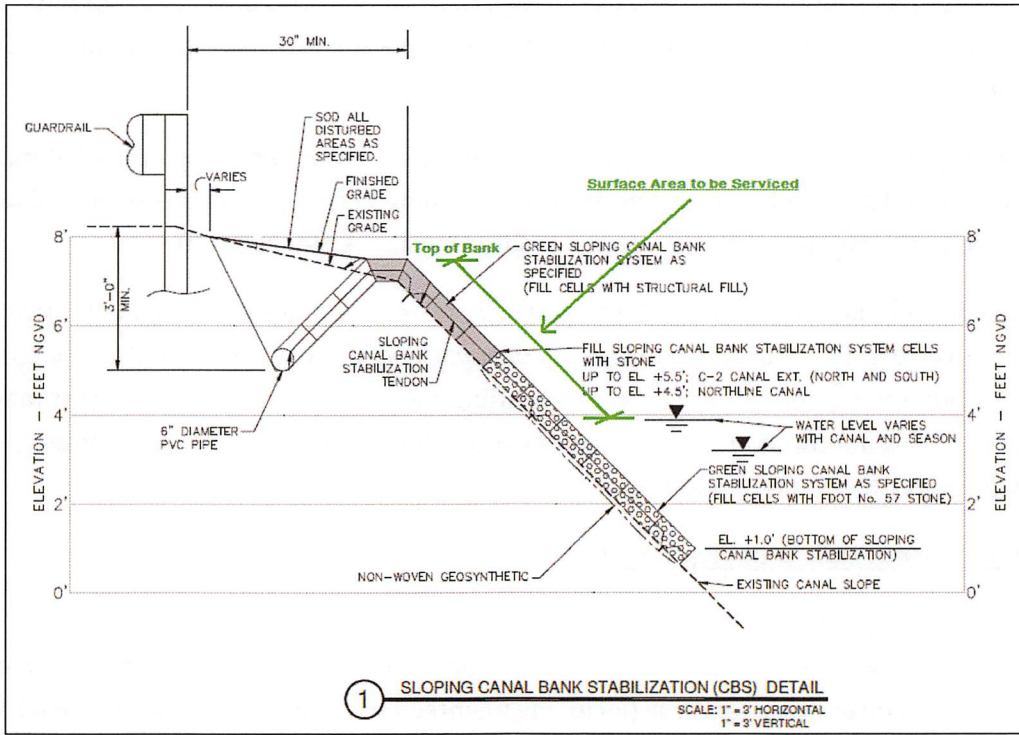
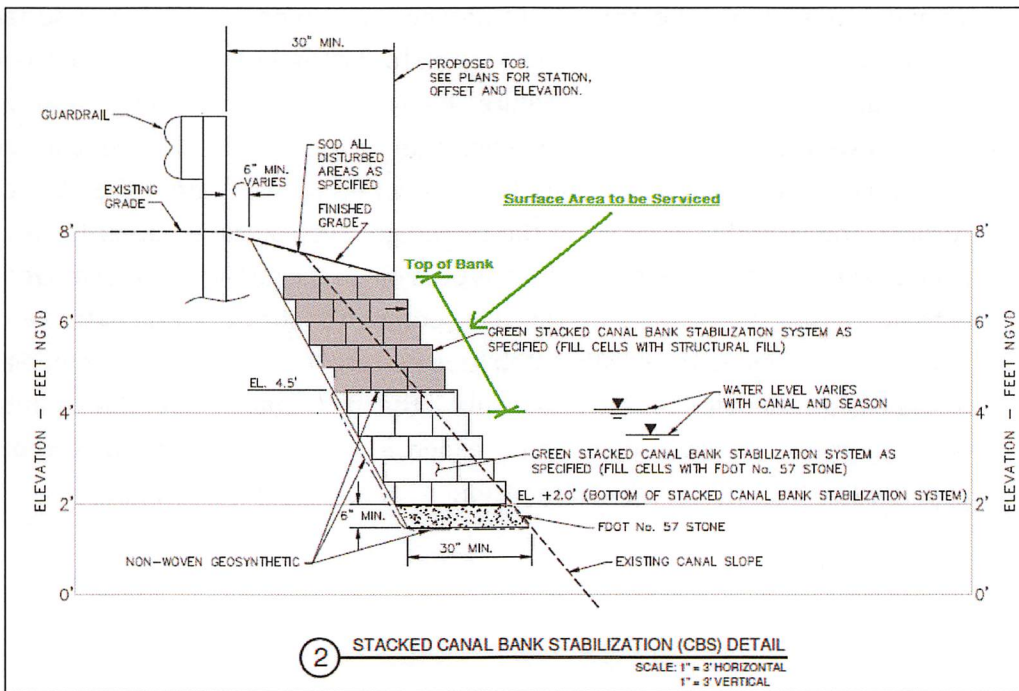


Figure 2 - Stacked Canal Bank Stabilization



The Contractor must have a supervisor available at all times that may be contacted by the City in case of an emergency.

All work must be documented utilizing the form provided in the Bid Form, failure to do so will result in delay and/or rejection of payment request.

The Contractor's vehicles and equipment shall be in good condition, free from leaking fluids, and properly registered. The City may require the repair or replacement of equipment as reasonably necessary. All vehicles and equipment used by the Contractor to perform the Work under this Contract shall be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letter legible to the public. No other advertising shall be permitted on the vehicles. Additionally, the City reserves the right to place a magnetic sign on each vehicle during the period which the vehicle is in service for the City. These magnetic signs will be provided by the City at the City's expense, TWO (2) maximum signs per vehicle.

**Sales Tax and Excise Tax:** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor under the laws and regulations of the State of Florida, Miami-Dade County and the City of Doral. The City's State Tax exempt status shall not be for the use of the Contractor at any time.

No fuels, oils, solvents, or similar materials are to be disposed of in any canal waterway or any storm drainage infrastructure. The Contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties.

### **3.3 LOCATION OF WORK**

Right-of-Way Maintenance Services shall be performed only on City public right-of-way including Miami-Dade County roads, and at the City's discretion, on City facilities. Accompanying this ITB are maps depicting City right-of-way to be serviced. By submitting this bid, the BIDDER certifies that he/she is familiar with the City roads and the proposed scope of work, prior to submitting the bid. The City reserves the right to remove and add specific locations and services as deemed appropriate.

### **3.4 ACCEPTANCE OF COMPLETED WORK**

A City of Doral representative must approve the work and related costs prior to the commencement of work by the issuance of a Notice to Proceed or Work Order. The City of Doral will determine if the completed work is acceptable. If the work does not meet the City requirements, the Vendor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

### **3.5 SUPPLIES AND PROGRAM**

The Proposer shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program.

**3.6 PROCESSING OF APPLICATION FOR PAYMENT**

Cut-off date is the close of the Work day of the final Friday of each month. The Contractor shall submit by the first Friday of each month Contractor's completed Application for Payment for the previous period. The City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, the Contractor shall submit his application on the next workday.

The Contractor is advised that processing of draws must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

**3.7 SAFETY AND PROTECTION**

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

**3.7.1.** All employees and other persons, whom may be affected thereby,

**3.7.2.** All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

**3.7.3.** Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

**3.8 WORK DURING INCLEMENT WEATHER**

No Work shall be done under these specifications except by permission of the City when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all Work until instructed to resume operations by the City.

**3.9 COMMENCEMENT CONFERENCE**

Within five (5) days after delivery of the executed Agreement by City to the Contractor, but before starting the Work, a commencement conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a

working understanding between the parties as to the Project. Present at the conference will be the City representative, and the Contractor.

**3.10 REFERENCES**

As part of the ITB evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an ITB constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

**3.11 BACKGROUND INFORMATION**

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

**3.12 METHOD OF ORDERING**

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

**SECTION 4**  
**BID SUBMITTAL FORM**

THIS PROPOSAL IS SUBMITTED TO:

**City of Doral**  
**8401 NW 53<sup>rd</sup> Terrace**  
**Doral, Florida 33166**

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.
  
2. Respondent accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
  
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
  - (a) Respondent has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)  
  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_
  
  - (b) Respondent has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  
  - (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

- (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent.
- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

- 4. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
- 5. Respondent understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Respondent shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.

**REFER TO EXHIBIT B TO SUBMIT BID PRICING. WRITE OUT  
TOTAL BASE BIDE BELOW BASED OFF OF EXHIBIT B.**

**TOTAL BASE BID:**

\_\_\_\_\_ Dollars

*(Written Total Base Bid Price)*

6. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:

Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Telephone \_\_\_\_\_

Attention: \_\_\_\_\_

8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

# STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY \_\_\_\_\_, 20\_\_\_\_.

Person Authorized to sign Proposal: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Print Name)  
\_\_\_\_\_ (Title)

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

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

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

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

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

## **SECTION 5**

### **FORMS / DELIVERABLES**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE  
FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE  
PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

#### **LIST OF ATTACHED FORMS:**

- Solicitation Response Form
- Statement of No Response
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards

# SOLICITATION RESPONSE FORM

**BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.**

**Name:** ITB No. 2020-14  
**Title:** Right of Way Maintenance Services  
**Due Date:** May 8<sup>th</sup>, 2020 at 11:00 am  
**Delivery Location:** City of Doral  
City Clerk's Office  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**Submitted by:** \_\_\_\_\_

(name of company and address) \_\_\_\_\_

\_\_\_\_\_

**PLEASE DO NOT TAPE BELOW THIS LINE**

---

**For Office Use Only:**

Date and Time Received:

Received by: \_\_\_\_\_

## STATEMENT OF NO RESPONSE

**ITB No. 2020-14**

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk’s Office 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- \_\_\_\_\_ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only  
(explain below)
- \_\_\_\_\_ Insufficient time to respond
- \_\_\_\_\_ We do not offer this product, service or an equivalent
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ Other (specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**  
**ITB No. 2020-14**

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT**

*(if different from address provided above):*

\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:**

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

**CONTACT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## BIDDER QUALIFICATION STATEMENT

### ITB No. 2020-14

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

**ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

1. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

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

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

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

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

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

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION**

**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)  
ITB No. 2020-14**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE CITY STATE ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal,

equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

---

---

---

---

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public



\_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at Large

**My Commission Expires:**  
**My Commission Number:**



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

**ITB No. 2020-14**

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

This sworn statement is submitted to the City Of Doral, Florida

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

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

I, being duly first sworn state:

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

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

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

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

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

---

Printed, typed, or stamped commissioned name of Notary Public

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

**ITB No. 2020-14**

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_ for

whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

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

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

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

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) (Printed, typed, or stamped commission name of notary public)

**DRUG-FREE WORKPLACE PROGRAM**  
**ITB No. 2020-14**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
*(Name of Firm)*

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

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip



**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**  
**ITB No. 2020-14**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.17.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date





**RESPONDENT'S CERTIFICATION**  
**ITB No. 2020-14**

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

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

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
City, State and Zip Code

STATE OF \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
My Commission Expires

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF                                    )  
  ) SS:  
COUNTY OF                                )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_

\_\_\_\_\_

a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_ a Corporation existing under the laws of  
the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized  
to execute the Bid dated, \_\_\_\_\_ 20 \_\_\_\_\_, to the City of Doral and this partnership and that their execution  
thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**END OF SECTION**

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We \_\_\_\_\_, hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Right-of-Way Maintenance Services**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_ to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

END OF SECTION

## FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$ ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB No. 2020-07**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the City for **Right-of-Way Maintenance Services**, in accordance with specifications prepared by the City of Doral \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 1.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
  - 1.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
  - 1.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
  - 1.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not

affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Name of Corporation)

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

\_\_\_\_\_  
(Type Name)

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

CORPORATE SEAL:

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: \_\_\_\_\_  
\*Agent and Attorney-in-Fact

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

(Street) \_\_\_\_\_

(City/State/Zip Code) \_\_\_\_\_

Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

\*(Power of Attorney must be attached)

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

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

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of Corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the

corporation.

WITNESS my hand and official seal

- Personally known to me, or
- Produced identification

\_\_\_\_\_  
(Type of identification produced)  
of: \_\_\_\_\_

- Did take an oath, or
- Did not take an oath

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

Notary

Public,

State

\_\_\_\_\_  
Printed, typed or stamped name of Notary  
Public exactly as commissioned.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_ and that \_\_\_\_\_, who signed the Bid with the City of Doral, Miami-Dade County, Florida for \_\_\_\_\_, is \_\_\_\_\_ of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Type Name and Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**END OF SECTION**

## FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB No. 2020-07**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City for **Right-of-Way Maintenance Services**, in accordance with drawings (plans) and specifications \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **Right-of-Way Maintenance Services**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all actual losses and damages (including, but not limited to, damages for delay, if specified in the service agreement, and other actual damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the

amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Name of Corporation)

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

\_\_\_\_\_  
(Type Name)

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

CORPORATE SEAL:

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: \_\_\_\_\_  
\*Agent and Attorney-in-Fact

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

(Street) \_\_\_\_\_

(City/State/Zip Code) \_\_\_\_\_

Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

\*(Power of Attorney must be attached)

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

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

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of Corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

Personally known to me, or

Produced identification

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

\_\_\_\_\_  
(Type of identification produced)  
of: \_\_\_\_\_

Notary                      Public,                      State

Did take an oath, or

Did not take an oath

\_\_\_\_\_

**EXHIBIT "A"**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$4,000,000

**II. Business Automobile/Garage Liability**

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	\$2,000,000

**III. Workers Compensation**

Statutory- State of Florida

**Employer's Liability**

A. Limits of Liability	
\$1,000,000 for bodily injury caused by an accident, each accident	
\$1,000,000 for bodily injury caused by disease, each employee	
\$1,000,000 for bodily injury caused by disease, policy limit	

Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted. Contractor's compliance with any other federal or state laws such as Jones Act or USL&H is required.

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

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

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.:**

**The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.**

**EXHIBIT "B":**  
**PRICING SHEET**

City of Doral  
Public Works Department

Pricing Sheet

ITB 2020- 14 Right-of-Way Maintenance Contract

RIGHT-OF-WAY MAINTENANCE

Item Num.	Street/Avenue Name	From	To	Work Area / Type of Service	Total Services	Unit Price per service	Total Cost
1	NW 58 St	NW 97 Ave	NW 107 Ave	Sidewalk Clean-Up - Trash/Debris pick-up	1		
2	NW 58 St	NW 97 Ave		Intersection - Mow North West Corner	1		
3	NW 58 St	NW 102 Ave	NW 104 Ave	Mow Swale on North side	1		
4	NW 58 St	SR826	NW 79 Ave	Mow Median	1		
5	NW 58 St	NW 79 Ave	NW 97 Ave	Mow North Shoulder	1		
6	NW 58 St	NW 117 Ave		Mow NW Corner south of canal	1		
7	NW 117 Ave	NW 58 St	NW 41 St	Mow West Shoulder	1		
8	NW 117 Ave	NW 41 St	NW 25 St	Mow West Shoulder	1		
9	NW 89 Ct	NW 25 St	NW 26 St	Mow shoulder west side in front of empty lot	1		
10	NW 107 Ave	NW 76 St	NW 78 St	Mow guardrail west side in front of preserve.	1		
11	NW 74 St	NW 108 Ave	NW 112 Ave	Mow under guardrail on north side in front of preserve.	1		
12	NW 78 St	NW 107 Ave	NW 111 Ct	Mow Swale South Side	1		
13	NW 114 Ave	NW 74 st	NW 88 St	Mow Median	1		
14	NW 112 Ave	NW 74 St	NW 82 St	Mow Median. Splitter island at NW 112 Ave & 78 St maintenance - mowing, de-weeding, plant bed maintenance/trimming monthly, palm trimming monthly.	1		
15	NW 90 St	NW 107 Ave	NW 112 Ave	Mow Median	1		
16	NW 33 St	NW 87 Ave	NW 107 Ave	Mow Median	1		
17	NW 33 St	NW 92 Ave	NW 97 Ave	Mow Swale South Side	1		
18	NW 27 St	NW 105 Ave	NW 107 Ave	Mow Median	1		
19	NW 27 St	NW 107 Ave	NW 108 Ave	Mow Swale South Side of NW 27 St. in front of empty lot	1		
20	NW 27 St.	NW 108 Ave		Mow Swale South Side in front of empty lot at North West Corner of NW 27 St.	1		
21	FLTP at NW 41 St	Exit Ramp	NW 41 St	Mow Shoulder	1		
22	FLTP at NW 41 St	Ent Ramp	NW 41 St	Mow Shoulder	1		
23	NW 112 Ave	NW 41 St	NW 43 Ln	Mow Swale East & West Sides	1		
24	NW 114 Ave	NW 41 St	NW 43 Ln	Mow Swale East Side	1		
25	NW 41 St	NW 107 Ave	NW 113 Ave	Mow Swale South Side	1		
26	NW 107 Ave	NW 41 St	NW 33 St	Mow Swale West Side	1		
27	NW 41 St	NW 79 Ave	NW 87 Ave	Mow Swale South Side	1		
28	NW 97 Ave	NW 58 St	NW 52 St	Mow Swale West Side	1		
29	NW 27 st	NW 82 Ave	NW 87 Ave	Mow Median	1		
30	NW 33 St	NW 82 Ave	NW 87 Ave	Mow Median	1		
31	NW 38 St	NW 78 Ave	NW 79 Ave	Mow Swale North Side	1		
32	NW 34 St	NW 112 Ave	NW 113 Ave	Mow North & South Shoulder	1		
33	NW 37 St	NW 77 Ct	NW 78 Ave	Mow Swale North Side	1		

34	NW 77 Ct	NW 29 St	NW 32 St	Mow Swale East Side	1		
35	NW 78 Ave	NW 12 St	NW 13 St	Mow Swale East Side	1		
36	NW 77 Ct	NW 52 St	NW 56 St	Mow Swale East Side	1		
37	NW 50 St	NW 107 Ave	NW 109 Ave	Mow Swale South Side	1		
38	NW 50 St	NW 109 Ave	NW 112 Ave	Mow Swale South Side	1		
39	NW 50 St	NW 112 Ave	NW 114 Ave	Mow Swale South Side	1		
40	NW 112 Ave	NW 74 St	NW 78 St	Mow Under Guardrail East Side	1		
41	NW 82 St	NW 107 Ave	NW 109 Ave	Mow Median	1		
42	NW 82 St	NW 112 Ave	NW 116 Ave	Mow Median	1		
43	NW 102 Ave	NW 66 St	NW 74 St	Mow Swale East/West Side	1		
44	NW 36 St Interchange	SR826	NW 79 Ave	North & South Side of Interchange - Mowing, De-Weeding, Ground cover/shrub maintenance/trimming monthly, Trash/Debris pick-up, Irrigation monthly inspection, Tree and palm trimming monthly, Mulch (once per year)	1		
45	NW 58th St	NW 97 Ave	NW 107 Ave	Median - Mowing, De-Weeding, Ground cover/shrub maintenance/trimming monthly, Trash/Debris pick-up, Irrigation monthly inspection, Tree and palm trimming monthly, Mulch (once a year)	1		
46	NW 107 Ave	NW 58 St	NW 90 St	Median - Mowing, De-Weeding, Ground cover/shrub maintenance/trimming monthly, Trash/Debris pick-up, Irrigation monthly inspection, Tree and palm trimming monthly, Mulch (once a year)	1		
47	Doral Blvd (NW 41st St)	Turnpike	NW 97 Ave	Median - Mowing, De-Weeding, Ground cover/shrub maintenance/trimming monthly, Trash/Debris pick-up, Irrigation monthly inspection, Tree and palm trimming monthly, Mulch (once a year)	1		

48	NW 53 St	NW 84 Ave	NW 79 Ave	Median - Mowing, De-Weeding, Ground cover/shrub maintenance/trimming monthly, Trash/Debris pick-up, Irrigation monthly Inspection, Tree and palm trimming monthly, Mulch (once a year)	1		
49	NW 74 St	NW 107 Ave	NW 114 Ave	Median - Mowing, De-Weeding, Ground cover/shrub maintenance/trimming monthly, Trash/Debris pick-up, Irrigation monthly Inspection, Tree and palm trimming monthly, Mulch (once a year)	1		
50	NW 74 St	NW 107 Ave	NW 114 Ave	South Side Swale - Mowing, De-Weeding, Ground cover/shrub maintenance/trimming, Trash/Debris pick-up, Irrigation monthly inspection, and Tree trimming.	1		
51	Paseo	NW 52 St	NW 53 Ter	Median - Mowing, De-Weeding, Ground cover/shrub maintenance/trimming monthly, Trash/Debris pick-up, Irrigation monthly Inspection, Tree and palm trimming monthly, Mulch (once a year)	1		
52	NW 58 St	SR-826 Median		Monument - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up	1		
53	NW 58 St	NW 116 Ave		Monument - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up	1		
54	NW 107 Ave	NW 12 St Median		Monument - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up	1		
55	NW 41 St	FL Turnpike Median		Monument - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up	1		
56	NW 87 Ave	NW 12 St Median		Monument - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up	1		
57	NW 36 St	SR-826 North side		Monument - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up	1		
58	NW 79 Ave	NW 58 St		Monument - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up	1		
59	NW 87 Ave	NW 58 St	NW 27 St	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	1		
60	NW 97 Ave	NW 52 St	NW 43 St	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	1		
61	NW 107 Ave	NW 58 St	NW 27 St	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	1		
62	NW 114 Ave	NW 78 St	NW 88 Ln	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	1		
63	NW 33 st	NW 87 Ave	NW 107 Ave	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	1		
64	NW 36/41 St	NW 82 Ave	NW 97 Ave	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	1		

65	NW 78 St	NW 108 PL	NW 109 Ave	Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	1		
66	NW 78 St	NW 109 Ave	NW 109 Path	Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	1		
67	NW 86 St	NW 109 Ave		Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	1		
68	NW 82 St	NW 116 Ave		Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	1		
69	NW 28 Ter	NW 99 Ave		Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	1		
70	NW 27 St	NW 99 Ave		Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	1		
71	NW 36/41 st	NW 82 Ave	NW 97 Ave	Mow Medians, Trash/Debris pick-up	1		
72	NW 41 St	NW 109 Ave	NW 114 Ave	Mow Swale North Side in front of empty lots	1		
73	NW 87 Ave	NW 58 St	NW 12 St	Mow Medians	1		
74	NW 97 Ave	NW 52 St	NW 25 St	Mow Medians	1		
75	NW 107 Ave	NW 58 St	NW 12 St	Mow Medians	1		
76	NW 102 Ave	NW 41 St	NW 58 St	Mow Medians	1		
77	NW 102 Ave	NW 41 St	NW 52 St	Mow Swale East Side	1		
78	NW 102 Ave	NW 41 St	NW 52 St	Mow Swale West Side	1		

79	NW 52 St	NW 97 Ave	NW 107 Ave	Mow Medians	1		
80	NW 52 St	NW 97 Ave	NW 107 Ave	Mow Swale South Side	1		
81	NW 52 St	NW 97 Ave	NW 107 Ave	Mow Swale North Side	1		
82	NW 114 Ave	NW 58 St	NW 74 St	Mow Medians	1		
83	NW 74 St	NW 107 Ave	NW 97 Ave	Mow Medians	1		
84	NW 74 St	NW 107 Ave	NW 97 Ave	Mow Swale North Side	1		
85	NW 74 St	NW 107 Ave	NW 97 Ave	Mow Swale South Side	1		
86	NW 12 St	NW 97 Ave	NW 105 BLK	Mow Medians	1		
87	NW 58 St	NW 107 Ave	NW 117 Ave	Mow Medians	1		
88	6100 NW 99 Avenue (Doral Police Station/Public Works Warehouse)			Mowing, De-weeding, Plant bed maintenance/trimming	1		
89	3719 NW 97 Avenue (Police Training Center)			Mowing, De-weeding, Plant bed maintenance/trimming	1		
90	NW 104 Ave	NW 74 St	NW 75 Ln	Median Maintenance - De-Weeding, Plant bed maintenance/trimming	1		

Sub-Total:

CANAL MAINTENANCE - MOWING FLAT AREAS

Item Num.	Street/Avenue Name	From	To	Work Area	Total Services	Unit Price per service	Total Cost
<b>Dressels Canal</b>							
91	NW 58 St.	NW 117 Ave.	NW 114 Ave.	North Side of Canal	1		
92	NW 58 St.	NW 114 Ave.	NW 112 Ave.	North Side of Canal	1		
93	NW 58 St.	NW 112 Ave.	NW 109 Ave.	North Side of Canal	1		
94	NW 107 Ave.	NW 52 St.	NW 58 St.	East Side of Canal (Between Houses - Top of Bank)	1		
95	NW 97 Ave.	NW 43 Ter	NW 49 Ter	East Side of Canal (Between Top of Bank - Back of Sidewalk)	1		
96	Doral Blvd (NW 41st St)	NW 97 Ave.	NW 87 Ave.	South Side of Canal (From Southern Command Property line to Bridge & Launch Pad Area on South Bank at NW 89 Ct.) Southern Command Mowing is 10ft away from fence.	1		
97	NW 41 St.	NW 87 Ave.	NW 79 Ave.	North Side of Canal	1		
98	NW 41 St.	NW 79 Ave.	Palmetto	North Side of Canal	1		
<b>C-2 Extension Canal</b>							
99	NW 117 Ave.	NW 58 St.	NW 50 St.	West Side of Canal (Between Guardrail - Top of Bank)	1		
100	NW 117 Ave.	NW 50 St.	NW 41 St.	West Side of Canal (Between Guardrail - Top of Bank)	1		
101	NW 117 Ave.	NW 41 St.	NW 34 St.	West Side of Canal (Between Guardrail - Top of Bank)	1		
102	NW 117 Ave.	NW 34 St.	NW 25 St.	West Side of Canal (Between Guardrail - Top of Bank)	1		
<b>Northline Canal</b>							
103	NW 25 St.	NW 117 Ave.	NW 112 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	1		
104	NW 25 St.	NW 112 Ave.	NW 107 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	1		
105	NW 25 St.	NW 107 Ave.	NW 102 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	1		
106	NW 25 St.	NW 102 Ave.	NW 28 Ter	North Side of Canal (Between Guardrail - Top of Bank)	1		
107	NW 25 St.	NW 102 Ave.	NW 97 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	1		
108	NW 25 St.	NW 97 Ave.	NW 92 Ave.	North Side of Canal (Between Fence - Top of Bank)	1		
				South Side of Canal (Between Guardrail - Top of Bank)	1		
109	NW 25 St.	NW 92 Ave.	NW 87 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	1		
110	NW 25 St.	NW 89 Ct.	NW 87 Ave.	North Side of Canal (Between Guardrail - Top of Bank)	1		
111	NW 25 St.	NW 87 Ave.	NW 84 Ave.	North Side of Canal	1		

Sub-Total:

CANAL MAINTENANCE - CANAL SLOPES

Item Num.	Street/Avenue Name	From	To	Work Area	Total Services	Unit Price per service	Total Cost
<b>Dressels Canal</b>							
112	NW 58 St.	NW 117 Ave.	NW 114 Ave.	North Side of Canal	1		
				South Side of Canal	1		
113	NW 58 St.	NW 114 Ave.	NW 112 Ave.	North Side of Canal	1		
				South Side of Canal	1		
114	NW 58 St.	NW 112 Ave.	NW 109 Ave.	North Side of Canal	1		
				South Side of Canal	1		
115	NW 58 St.	NW 109 Ave.	NW 107 Ave.	North Side of Canal	1		
				South Side of Canal	1		
116	NW 107 Ave.	NW 52 St.	NW 58 St.	East Side of Canal	1		
117	NW 52 St.	NW 104 Ave.	NW 102 Ave.	North Side of Canal	1		
				South Side of Canal	1		
118	NW 52 St.	NW 102 Ave.	NW 97 Ave.	North Side of Canal	1		
119	NW 97 Ave.	NW 43 Ter	NW 49 Ter	West Side of Canal	1		
				East Side of Canal	1		
120	NW 41 St.	NW 97 Ave.	NW 87 Ave.	North Side of Canal	1		
				South Side of Canal	1		
121	NW 41 St.	NW 87 Ave.	NW 79 Ave.	North Side of Canal	1		
				South Side of Canal	1		
122	NW 41 St.	NW 79 Ave.	Palmetto	North Side of Canal	1		
				South Side of Canal	1		
<b>C-2 Extension Canal</b>							
123	NW 117 Ave.	NW 58 St.	NW 50 St.	West Side of Canal	1		
				East Side of Canal	1		
124	NW 117 Ave.	NW 50 St.	NW 41 St.	West Side of Canal	1		
				East Side of Canal	1		
125	NW 117 Ave.	NW 41 St.	NW 34 St.	West Side of Canal	1		
				East Side of Canal	1		
126	NW 117 Ave.	NW 34 St.	NW 25 St.	West Side of Canal	1		
				East Side of Canal	1		

Northline Canal

127	NW 25 St.	NW 117 Ave.	NW 112 Ave.	North Side of Canal	1		
				South Side of Canal	1		
128	NW 25 St.	NW 112 Ave.	NW 107 Ave.	North Side of Canal	1		
				South Side of Canal	1		
129	NW 25 St.	NW 107 Ave.	NW 102 Ave.	North Side of Canal	1		
				South Side of Canal	1		
130	NW 25 St.	NW 102 Ave.	NW 97 Ave.	North Side of Canal	1		
				South Side of Canal	1		
131	NW 25 St.	NW 97 Ave.	NW 92 Ave.	North Side of Canal	1		
				South Side of Canal	1		
132	NW 25 St.	NW 92 Ave.	NW 87 Ave.	North Side of Canal	1		
				South Side of Canal	1		
133	NW 25 St.	NW 87 Ave.	NW 84 Ave.	North Side of Canal	1		

Sub-Total:

TREE MAINTENANCE - AS NEEDED BASIS

Item Num.	Item	Description/Unit Type (Non-emergency, maximum res:	Qty	Unit Price / Multiplier	Total Cost
134	Tree Trimming	Per Tree, 0 - 5.9" DBH	1		
135	Tree Trimming	Per Tree, 6" - 11.9" DBH	1		
136	Tree Trimming	Per Tree, 12" - 19.9" DBH	1		
137	Tree Trimming	Per Tree, 20" - 29.9" DBH	1		
138	Tree Trimming	Per Tree, 30" - 39.9" DBH	1		
139	Tree Trimming	Per Tree, 40" and greater DBH	1		
140	Tree Fertilization	Per Tree, 0 - 5.9" DBH	1		
141	Tree Fertilization	Per Tree, 6" - 11.9" DBH	1		
142	Tree Fertilization	Per Tree, 12" - 19.9" DBH	1		
143	Tree Fertilization	Per Tree, 20" - 29.9" DBH	1		
144	Tree Fertilization	Per Tree, 30" - 39.9" DBH	1		
145	Tree Fertilization	Per Tree, 40" and greater DBH	1		
146	Tree Removal (includes stump & root)	Per Tree, 0 - 5.9" DBH	1		
147	Tree Removal (includes stump & root)	Per Tree, 6" - 11.9" DBH	1		
148	Tree Removal (includes stump & root)	Per Tree, 12" - 19.9" DBH	1		
149	Tree Removal (includes stump & root)	Per Tree, 20" - 29.9" DBH	1		
150	Tree Removal (includes stump & root)	Per Tree, 30" - 39.9" DBH	1		
151	Tree Removal (includes stump & root)	Per Tree, 40" and greater DBH	1		
152	Tree Relocation	Per Tree, 0 - 5.9" DBH	1		
153	Tree Relocation	Per Tree, 6" - 11.9" DBH	1		
154	Tree Relocation	Per Tree, 12" - 19.9" DBH	1		
155	Tree Relocation	Per Tree, 20" - 29.9" DBH	1		
156	Tree Staking	Per Tree, 0 - 5.9" DBH	1		
157	Tree Staking	Per Tree, 6" - 11.9" DBH	1		

158	Tree Staking	Per Tree, 12" - 19.9" DBH	1		
159	Tree Staking	Per Tree, 20" - 29.9" DBH	1		
160	Tree Staking	Per Tree, 30" - 39.9" DBH	1		
161	Palm Trimming	Per Palm, 0 -10" clear trunk	1		
162	Palm Trimming	Per Palm, > 10" clear trunk	1		
163	Palm Fertilization	Per Palm, 0 -10" clear trunk	1		
164	Palm Fertilization	Per Palm, > 10" clear trunk	1		
165	Palm Removal (includes stump and root)	Per Palm, 0 -10" clear trunk	1		
166	Palm Removal (includes stump and root)	Per Palm, > 10" clear trunk	1		
167	Palm Staking	Per Palm, 0 -10" clear trunk	1		
168	Palm Staking	Per Palm, > 10" clear trunk	1		
169	Stump Removal	All Tree & Palm Types, 0 - 5.9" DBH	1		
170	Stump Removal	All Tree & Palm Types, 6" - 11.9" DBH	1		
171	Stump Removal	All Tree & Palm Types, 12" - 19.9" DBH	1		
172	Stump Removal	All Tree & Palm Types, 20" - 29.9" DBH	1		
173	Stump Removal	All Tree & Palm Types, 30" - 39.9" DBH	1		
174	Stump Removal	All Tree & Palm Types, 40" and greater DBH	1		
175	Emergency Multiplier	For all of the above services, this multiplier will be used on the corresponding unit cost if response time required is less than 24 hours for project completion for all materials including mulch, fertilizer and pesticides. Base price requires three quotes on initial use. Multiplier rate added to purchase cost, receipts required. Multiplier rate includes cost of	1		
176	Materials Multiplier		1		

Sub-Total:

MISCELLANEOUS - AS NEEDED BASIS

Item Num.	Item/Description	Qty	Hourly Rate	Total Cost
177	Irrigation Repairs	1		
178	Work Boat w/Operator	1		
179	ISA Certified Arborist	1		
180	Tree Climber Specialist	1		
181	Chipper w/Operator	1		
182	Bucket Truck w/Operator	1		
183	Grapple Truck w/ Operator	1		
184	Water Truck w/ Operator (water included)	1		
185	Other equipment, services, staff classifications (Proposed by Bidder for use on this contract):	1		

Sub-Total:

TREE PURCHASE & DELIVERY

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost Size: 25 Gal. 10'H - 12'H	Unit Cost Size: 45 Gal. 12'H - 14'H	Unit Cost Size: 65 Gal. 14'H - 16'H	Total Cost
186	Bauhinia variegata candida, White Orchid Tree	1				
187	Brachychiton acerifolia, Illawarra Flame Tree	1				
188	Brya ebenus, Cocuswood	1				
189	Bulnesia arborea, Verawood	1				
190	Butea monosprema, Palash	1				

191	Caesalpinia sp. Dwarf poinciana	1			
192	Caesalpinia granadillo, Bridalveil Tree	1			
193	Cananga odorata, Cananga Tree	1			
194	Cassia bakeriana, Pink Shower Tree	1			
195	Cassia fistula, Golden Shower Tree	1			
196	Cassia grandis, Pink Shower Tree	1			
197	Cassia javanica, Java Cassia	1			
198	Cassia surattensis, Glaucus cassia	1			
199	Citharexylum spinosum, Fiddlewood	1			
200	Cordia sebestena, Orange Geiger	1			
201	Chamaerops Humilis, Mediterranean Fan Palm	1			
202	Eugenia Foetida, Spanish Stopper	1			
203	Lagerstroemia speciosa, Queen's Crape Myrtle	1			
204	Lagerstroemia Indica, Crape Myrtle	1			
205	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	1			
206	Magnolia grandifolia 'Little Gem', Dwarf Southern Magnolia	1			
207	Murraya paniculata, Orange jessamine	1			
208	Myrica cerifera, Wax myrtle	1			
209	Plumeria rubra, Plumeria	1			
210	Spathodea campanulata, African tuliptree	1			
211	Tabebuia caribaea, Yellow Tabebuia	1			
212	Tabebuia heterophylla, Pink Tabebuia	1			
213	Tabebuia impetiginosa, Purple Tabebuia	1			
214	Tipuan tipu, Rosewood and Pride of Bolivia	1			
215	Triplaris cumingiana, Ant Tree	1			
216	Chrysophyllum oliviforme, Satinleaf	1			
217	Conocarpus erectus var. sericeus, Silver Buttonwood	1			
218	Eriobotrya, Japonica, Loquat	1			
219	Ilex cassine, Dehoon Holly	1			
220	Ilex x attenuata, East Palatka Holly	1			
221	Jatropha Integerrima, Jatropha Standard Red	1			
222	Ligustrum lucidum, Wax Privet	1			
223	Ligustrum Japonicum, Japanese Privet	1			
224	Pinus elliotti var densa, South Florida Slash Pine	1			
225	Busera Simaruba, Gumbo Limbo	1			
226	Calophyllum brasiliense, Brazilian Beautyleaf	1			
227	Chrysophyllum oliviforme, Satinleaf	1			
228	Coccoloba diversifolia, Pigeon Plum	1			
229	Coccoloba uvifera, Seagrape	1			

230	Conocarpus erectus, Green Buttonwood	1				
231	Krugiodendron ferreum, Black ironwood	1				
232	Lysiloma bahamensis, Wild tamarind	1				
233	Lysiloma latisiliquum, Wild tamarind	1				
234	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	1				
235	Pinus elliotti var densa, South Florida Slash Pine	1				
236	Peltophorum pterocarpum, Yellow poinciana	1				
237	Quercus laurifolia, Laurel Oak	1				
238	Quercus virginiana, Live Oak	1				
239	Simarouba glauca, Paradise Tree	1				
240	Swietenia mahagoni, Mahogany Tree	1				
241	Taxodium distichum, Bald Cypress	1				
Sub-Total:						

**TREE INSTALLATION**

Item Num.	Description (Botanical Name, Common)	Quantity	Installation Only Size: 25 Gal. 10'H - 12'H	Installation Only Size: 45 Gal. 12'H - 14'H	Installation Only Size: 65 Gal. 14'H - 16'H	Total Cost
242	Bauhinia variegata candida, White Orchid Tree	1				
243	Brachychiton acerifolia, Illawarra Flame Tree	1				
244	Brya ebenus, Cocuswood	1				
245	Bulnesia arborea, Verawood	1				
246	Butea monosprema, Palash	1				
247	Caesalpinia sp. Dwarf poinciana	1				
248	Caesalpinia granadillo, Bridalveil Tree	1				
249	Cananga odorata, Cananga Tree	1				
250	Cassia bakeriana, Pink Shower Tree	1				
251	Cassia fistula, Golden Shower Tree	1				
252	Cassia grandis, Pink Shower Tree	1				
253	Cassia javanica, Java Cassia	1				
254	Cassia surattensis, Glaucus cassia	1				
255	Citharexylum spinosum, Fiddlewood	1				
256	Cordia sebestena, Orange Geiger	1				
257	Chamaerops Humilis, Mediterranean Fan Palm	1				
258	Eugenia Foetida, Spanish Stopper	1				
259	Lagerstroemia speciosa, Queen's Crape Myrtle	1				
260	Lagerstroemia indica, Crape Myrtle	1				
261	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	1				
262	Magnolia grandifolia 'Little Gem', Dwarf Southern Magnolia	1				
263	Murraya paniculata, Orange jessamine	1				
264	Myrica cerifera, Wax myrtle	1				
265	Plumeria rubra, Plumeria	1				

266	Spathodea campanulata, African tuliptree	1				
267	Tabebuia caribaea, Yellow Tabebuia	1				
268	Tabebuia heterophylla, Pink Tabebuia	1				
269	Tabebuia impetiginosa, Purple Tabebuia	1				
270	Tipuan tipu, Rosewood and Pride of Bolivia	1				
271	Triplaris cumingiana, Ant Tree	1				
272	Chrysophyllum oliviforme, Satinleaf	1				
273	Conocarpus erectus var. sericeus, Silver Buttonwood	1				
274	Eriobotrya japonica, Loquat	1				
275	Ilex cassine, Dahoon Holly	1				
276	Ilex x attenuata, East Palatka Holly	1				
277	Jatropha integerrima, Jatropha Standard Red	1				
278	Ligustrum lucidum, Wax Privet	1				
279	Ligustrum Japonicum, Japanese Privet	1				
280	Pinus elliotti var densa, South Florida Slash Pine	1				
281	Busera Simaruba, Gumbo Limbo	1				
282	Calophyllum brasiliense, Brazilian Beautyleaf	1				
283	Chrysophyllum oliviforme, Satinleaf	1				
284	Coccoloba diversifolia, Pigeon Plum	1				
285	Coccoloba uvifera, Seagrape	1				
286	Conocarpus erectus, Green Buttonwood	1				
287	Krugiodendron ferreum, Black Ironwood	1				
288	Lysiloma bahamensis, Wild tamarind	1				
289	Lysiloma latisiliquum, Wild tamarind	1				
290	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	1				
291	Pinus elliotti var densa, South Florida Slash Pine	1				
292	Peltophorum pterocarpum, Yellow poinciana	1				
293	Quercus laurifolia, Laurel Oak	1				
294	Quercus virginiana, Live Oak	1				
295	Simarouba glauca, Paradise Tree	1				
296	Swietenia mahagoni, Mahogany Tree	1				
297	Taxodium distichum, Bald Cypress	1				

Sub-Total:

**SINGLE PALM PURCHASE & DELIVERY**

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost Size: 6'H - 8'H Single	Unit Cost Size: 8'H - 10'H Single	Unit Cost Size: 12'H - 14'H Single	Total Cost
298	Adonidia merrillii, Christmas Palm	1				
299	Sabal Palmetto, Cabbage Palm, Minor, Slick	1				
300	Acoelorrhaphe wrightii, Paurotis Palm	1				
301	Archontophoenix alexandrae, Alexandra Palm	1				
302	Bismarckia nobilis, Bismarck Palm	1				

303	Butia capitata, Pindo Palm	1				
304	Caryota mitis, Clustered fishtail Palm	1				
305	Chamaedorea cataractarum, Cat Palm	1				
306	Chamaedorea seifrizii, Bamboo Palm	1				
307	Chamaerops humilis, European fan Palm	1				
308	Cocos nucifera 'Green Malayan', Green Malayan coconuts; Straight trunks	1				
309	Cocos nucifera 'Maypan', Maypan coconuts;	1				
310	Coccothrinax argentata, Silver Palm	1				
311	Dictyosperma album, Hurricane Palm	1				
312	Dypsis/Neodypsis decaryi triangle Palm	1				
313	Hyophorbe lagenicaulis, Bottle Palm	1				
314	Hyophorbe verschaffeltii, Spindle Palm	1				
315	Latania loddigesii, Blue lantania	1				
316	Livistona chinensis, Chinese fountain/fan Palm	1				
317	Phoenix canariensis, Canary Island date Palm	1				
318	Phoenix dactylifera 'Medjool', Medjool Date Palm; Straight cut & pressure cleaned	1				
319	Phoenix reclinata, Senegal date Palm	1				
320	Phoenix roebelenii, Pygmy Date Palm	1				
321	Phoenix sylvestris, Sylvester Date Palm	1				
322	Pseudophoenix sargentii, Buccaneer Palm	1				
323	Ptychosperma elegans, Solitaire Palm	1				
324	Ptychosperma macarthuri, MacArthur Palm	1				
325	Roystonea elata, Florida Royal Palm	1				
326	Syagrus romanzoffianum, Queen Palm	1				
327	Thrinax spp., Thatch Palm	1				
328	Washingtonia robusta, Mexican fan Palm	1				
329	Veitchia montgomeryana, Montgomery Palm	1				
330	Veitchia winin, Winin Palm	1				
331	Wodyetia, Foxtail Palm	1				

Sub-Total:

**SINGLE PALM INSTALATION**

Item Num.	Description (Botanical Name, Common)	Quantity	Installation Only Size: 6'H - 8'H	Installation Only Size: 8'H - 10'H	Installation Only Size: 14'H - 16'H	Total Cost
332	Adonidia merrilli, Christmas Palm	1				
333	Sabal Palmetto, Cabbage Palm, Minor, Slick	1				
334	Acoelorrhaphe wrightii, Paurotis Palm	1				
335	Archontophoenix alexandrae, Alexandra Palm	1				
336	Bismarckia nobilis, Bismarck Palm	1				
337	Butia capitata, Pindo Palm	1				
338	Caryota mitis, Clustered fishtail Palm	1				
339	Chamaedorea cataractarum, Cat Palm	1				

340	Chamaedorea seifrizii, Bamboo Palm	1				
341	Chamaerops humilis, European fan Palm	1				
342	Cocos nucifera 'Green Malayan', Green Malayan coconuts; Straight trunks	1				
343	Cocos nucifera 'Maypan', Maypan coconuts;	1				
344	Coccothrinax argentata, Silver Palm	1				
345	Dictyosperma album, Hurricane Palm	1				
346	Dypsis/Neodypsis decaryi triangle Palm	1				
347	Hyophorbe lagenicaulis, Bottle Palm	1				
348	Hyophorbe verschaffeltii, Spindle Palm	1				
349	Latania loddigesii, Blue lantania	1				
350	Livistona chinensis, Chinese fountain/fan Palm	1				
351	Phoenix canariensis, Canary Island date Palm	1				
352	Phoenix dactylifera 'Medjool', Medjool Date Palm; Straight cut & pressure cleaned	1				
353	Phoenix reclinata, Senegal date Palm	1				
354	Phoenix roebelenii, Pygmy Date Palm	1				
355	Phoenix sylvestris, Sylvester Date Palm	1				
356	Pseudophoenix sargentii, Buccaneer Palm	1				
357	Ptychosperma elegans, Solitaire Palm	1				
358	Ptychosperma macarthurii, MacArthur Palm	1				
359	Roystonea elata, Florida Royal Palm	1				
360	Syagrus romanzoffianum, Queen Palm	1				
361	Thrinax spp., Thatch Palm	1				
362	Washingtonia robusta, Mexican fan Palm	1				
363	Veitchia montgomeryana, Montgomery Palm	1				
364	Veitchia winin, Winin Palm	1				
365	Wodyetia, Foxtail Palm	1				

Sub-Total:

**DOUBLE PALM PURCHASE & DELIVERY**

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost Size: 6'H - 8'H Double	Unit Cost Size: 8'H - 10'H Double	Unit Cost Size: 12'H - 14'H Double	Total Cost
366	Adonidia merrilli, Christmas Palm	1				
367	Coccothrinax argentata, Florida Silver Palm	1				
368	Phoenix roebelenii, Pygmy Date Palm	1				
369	Ptychosperma elegans, Solitaire Palm	1				
370	Veitchia montgomeryana, Montgomery Palm	1				
371	Wodyetia bifurcata, Foxtail Palm	1				

Sub-Total:

**DOUBLE PALM INSTALLATION**

Item Num.	Description (Botanical Name, Common)	Quantity	Installation Only Size: 6'H - 8'H	Installation Only Size: 8'H - 10'H	Installation Only Size: 14'H - 16'H	Total Cost
372	Adonidia merrilli, Christmas Palm	1				
373	Coccothrinax argentata, Florida Silver Palm	1				

374	Phoenix roebelenii, Pygmy Date Palm	1				
375	Ptychosperma elegans, Solitaire Palm	1				
376	Veitchia montgomeryana, Montgomery Palm	1				
377	Wodyetia bifurcate, Foxtail Palm	1				

Sub-Total:

TRIPLE PALM PURCHASE & DELIVERY

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost Size: 6'H - 8'H Triple	Unit Cost Size: 8'H - 10'H Triple	Unit Cost Size: 12'H - 14'H Triple	Total Cost
378	Coccothrinax argentata, Florida Silver Palm	1				
379	Ptychosperma elegans, Solitaire Palm	1				
380	Veitchia montgomeryana, Montgomery Palm	1				
381	Wodyetia bifurcate, Foxtail Palm	1				

Sub-Total:

TRIPLE PALM INSTALLATION

Item Num.	Description (Botanical Name, Common)	Quantity	Installation Only Size: 6'H - 8'H	Installation Only Size: 8'H - 10'H	Installation Only Size: 14'H - 16'H	Total Cost
382	Coccothrinax argentata, Florida Silver Palm	1				
383	Ptychosperma elegans, Solitaire Palm	1				
384	Veitchia montgomeryana, Montgomery Palm	1				
385	Wodyetia bifurcate, Foxtail Palm	1				

Sub-Total:

SHRUBS AND GROUNDCOVERS PURCHASE, INSTALLATION

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost and Installation Size: 1 Gal.	Unit Cost and Installation Size: 3 Gal.	Unit Cost and Installation Size: 7 Gal.	Total Cost
386	Chrysobalanus icaco, Cocoplum	1				
387	Byrsonima lucida, Locust Berry	1				
388	Ernodea littoralis, Golden Creeper	1				
389	Hamelia patens compacta, Dwarf Fire Bush	1				
390	Spartina bakeri, Sand Cordgrass	1				
391	Tripsacum dactyloides, Fakahatchee Grass	1				
392	Acalypha Wilkesiana, Copperleaf	1				
393	Conocarpus Erectus, Silver Buttonwood	1				
394	Clusia Guttifera, Dwarf Clusia	1				
395	Chrysobalanus icaco, Red Tip Cocoplum	1				
396	Dianella Tasmanica, Flax Lily	1				
397	Eugenia Foetida, Spanish Stopper	1				
398	Ficus Microcarpa, Green Island Ficus	1				
399	Galphimia Gracilis, Thryallis	1				
400	Ilex Vomitora Stoke Dwarf, Dwarf Yauponholly	1				
401	Ixora X 'Petite Taiwan Red, Dwarf Red Taiwan Ixora	1				
402	Plumbago Auriculata, Imperial Blue Plumbago	1				

403	Russelia Equisetiformis, Firecracker Plant	1				
404	Viburnum Obovatum, Walter's viburnum	1				
405	Zamia Pumila, Coontie	1				
406	Variegated Arboricola, Schefflera Arboricola 'Trinette'	1				
407	Rhaphiolepis Indica, Indian Hawthorn	1				
408	Dwarf Ixora, Maui Ixora	1				
409	Codiaeum Variegatum, Croton	1				
410	Crinum Lily, Queen Emma	1				
411	Pittosporum, Cheesewood	1				
412	Liriope, Lilyturfs	1				
413	Nephrolepis biserrata, Giant Sword Fern	1				
414	Philodendron Bipinnatifidum, Philodendron	1				
415	Zamia Furfuracea, Carboard Palm	1				
416	Jasminum, Jasmine	1				
417	Callistemon Citrinus, Dwarf Bottle Brush	1				
418	Cordyline Fruticosa, Black Magic TI Plant	1				
419	Juniperus Conferta 'Compacta', Shore Juniper	1				
420	Trachelospermum Asiaticum 'Minima', Minima Jasmine	1				
421	Perennial Peanut, Yellow Peanut	1				
422	Pentas, Pentas	1				
423	Euphorbia milii, Crown of thorns	1				
424	Impatiens	1				
425	Poinsettia Red	1				
426	Evolvulus Nuttallianus, Blue Daze	1				
427	Lantana X 'New Gold'	1				
428	Coreopsis, Tickseed	1				

Sub-Total:

**EXHIBIT "C":**  
**WORK ORDER**

City of Doral  
Public Works Department  
EXHIBIT "C" Work Order  
ITB No. 2020-07 Right-of-Way Maintenance Contract

Period: \_\_\_\_\_

Invoice Total \$ \_\_\_\_\_  
Invoice Num. \_\_\_\_\_

RIGHT-OF-WAY MAINTENANCE

Item Num.	Street/Avenue Name	From	To	Work Area / Type of Service	Frequency	Period					Total Services	Unit Price per service	Total Cost
						Week 1	Week 2	Week 3	Week 4	Week 5			
1	NW 58 St	NW 97 Ave	NW 107 Ave	Sidewalk Clean-Up - Trash/Debris pick-up	Weekly						1		
2	NW 58 St	NW 97 Ave		Intersection - Mow North West Corner	As Needed						1		
3	NW 58 St	NW 102 Ave	NW 104 Ave	Mow Swale on North side	As Needed						1		
4	NW 58 St	SR826	NW 79 Ave	Mow Median	Bi-weekly						1		
5	NW 58 St	NW 79 Ave	NW 97 Ave	Mow North Shoulder	Bi-weekly						1		
6	NW 58 St	NW 117 Ave		Mow NW Corner south of canal	As Needed						1		
7	NW 117 Ave	NW 58 St	NW 41 St	Mow West Shoulder	Bi-weekly						1		
8	NW 117 Ave	NW 41 St	NW 25 St	Mow West Shoulder	Bi-weekly						1		
9	NW 89 Ct	NW 25 St	NW 26 St	Mow shoulder west side in front of empty lot	Bi-weekly						1		
10	NW 107 Ave	NW 76 St	NW 78 St	Mow guardrail west side in front of preserve.	Bi-weekly						1		
11	NW 74 St	NW 108 Ave	NW 112 Ave	Mow under guardrail on north side in front of preserve.	Bi-weekly						1		
12	NW 78 St	NW 107 Ave	NW 111 Ct	Mow Swale South Side	Bi-weekly						1		
13	NW 114 Ave	NW 74 St	NW 88 St	Mow Median	Bi-weekly						1		
14	NW 112 Ave	NW 74 St	NW 82 St	Mow Median. Splitter island at NW 112 Ave & 78 St maintenance - mowing, de-weeding, plant bed maintenance/trimming monthly, palm trimming monthly.	Bi-weekly						1		
15	NW 90 St	NW 107 Ave	NW 112 Ave	Mow Median	Bi-weekly						1		
16	NW 33 St	NW 87 Ave	NW 107 Ave	Mow Median	Bi-weekly						1		
17	NW 33 St	NW 92 Ave	NW 97 Ave	Mow Swale South Side	Bi-weekly						1		
18	NW 27 St	NW 105 Ave	NW 107 Ave	Mow Median	Bi-weekly						1		
19	NW 27 St	NW 107 Ave	NW 108 Ave	Mow Swale South Side of NW 27 St. in front of empty lot	As Needed						1		
20	NW 27 St.	NW 108 Ave		Mow Swale area in front of empty lot at North West Corner of "T" intersection	As Needed						1		
21	FLTP at NW 41 St	Exit Ramp	NW 41 St	Mow Shoulder	As Needed						1		
22	FLTP at NW 41 St	Ent Ramp	NW 41 St	Mow Shoulder	As Needed						1		
23	NW 112 Ave	NW 41 St	NW 43 Ln	Mow Swale East & West Sides	As Needed						1		
24	NW 114 Ave	NW 41 St	NW 43 Ln	Mow Swale East Side	As Needed						1		
25	NW 41 St	NW 107 Ave	NW 113 Ave	Mow Swale South Side	As Needed						1		
26	NW 107 Ave	NW 41 St	NW 33 St	Mow Swale West Side	Bi-weekly						1		
27	NW 41 St	NW 79 Ave	NW 87 Ave	Mow Swale South Side	Bi-weekly						1		
28	NW 97 Ave	NW 58 St	NW 52 St	Mow Swale West Side	As Needed						1		
29	NW 27 St	NW 82 Ave	NW 87 Ave	Mow Median	Bi-weekly						1		
30	NW 33 St	NW 82 Ave	NW 87 Ave	Mow Median	Bi-weekly						1		
31	NW 38 St	NW 76 Ave	NW 79 Ave	Mow Swale North Side	As Needed						1		
32	NW 34 St	NW 112 Ave	NW 113 Ave	Mow North & South Shoulder	Bi-weekly						1		





61	NW 107 Ave	NW 58 St	NW 27 St	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	As Needed							1		
62	NW 114 Ave	NW 78 St	NW 88 Ln	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	As Needed							1		
63	NW 33 st	NW 87 Ave	NW 107 Ave	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	As Needed							1		
64	NW 36/41 St	NW 82 Ave	NW 97 Ave	Median Bull Nose - De-weeding, Plant bed maintenance/trimming, Trash/Debris pick-up.	As Needed							1		
65	NW 78 St	NW 108 PL	NW 109 Ave	Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	As Needed							1		
66	NW 78 St	NW 109 Ave	NW 109 Path	Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	As Needed							1		
67	NW 86 St	NW 109 Ave		Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	As Needed							1		
68	NW 82 St	NW 116 Ave		Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	As Needed							1		
69	NW 28 Ter	NW 99 Ave		Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	As Needed							1		
70	NW 27 St	NW 99 Ave		Splitter Island Maintenance - Mowing, De-Weeding, Plant bed maintenance/trimming	As Needed							1		
71	NW 36/41 st	NW 82 Ave	NW 97 Ave	Mow Medians, Trash/Debris pick-up	As-Needed							1		
72	NW 41 St	NW 109 Ave	NW 114 Ave	Mow Swale North Side in front of empty lots	As-Needed							1		
73	NW 87 Ave	NW 58 St	NW 12 St	Mow Medians	As-Needed							1		
74	NW 97 Ave	NW 52 St	NW 25 St	Mow Medians	As-Needed							1		
75	NW 107 Ave	NW 58 St	NW 12 St	Mow Medians	As-Needed							1		
76	NW 102 Ave	NW 41 St	NW 58 St	Mow Medians	As-Needed							1		
77	NW 102 Ave	NW 41 St	NW 52 St	Mow Swale East Side	As-Needed							1		
78	NW 102 Ave	NW 41 St	NW 52 St	Mow Swale West Side	As-Needed							1		

79	NW 52 St	NW 97 Ave	NW 107 Ave	Mow Medians	As-Needed							1			
80	NW 52 St	NW 97 Ave	NW 107 Ave	Mow Swale South Side	As-Needed							1			
81	NW 52 St	NW 97 Ave	NW 107 Ave	Mow Swale North Side	As-Needed							1			
82	NW 114 Ave	NW 58 St	NW 74 St	Mow Medians	As-Needed							1			
83	NW 74 St	NW 107 Ave	NW 97 Ave	Mow Medians	As-Needed							1			
84	NW 74 St	NW 107 Ave	NW 97 Ave	Mow Swale North Side	As-Needed							1			
85	NW 74 St	NW 107 Ave	NW 97 Ave	Mow Swale South Side	As-Needed							1			
86	NW 12 St	NW 97 Ave	NW 105 BLK	Mow Medians	As-Needed							1			
87	NW 58 St	NW 107 Ave	NW 117 Ave	Mow Medians	As-Needed							1			
88	6100 NW 99 Avenue (Doral Police Station/Public Works Warehouse)				As-Needed							1			
89	3719 NW 97 Avenue (Police Training Center)				As-Needed							1			
90	NW 104 Ave	NW 74 St	NW 75 Ln	Median Maintenance - De-Weeding, Plant bed maintenance/trimming	As-Needed										
													Sub-Total:	\$	-

**CANAL MAINTENANCE - MOWING FLAT AREAS**

Item Num.	Street/Avenue Name	From	To	Work Area	Frequency	Period					Total Services	Unit Price per service	Total Cost	
						Week 1	Week 2	Week 3	Week 4	Week 5				
<b>Dressels Canal</b>														
91	NW 58 St.	NW 117 Ave.	NW 114 Ave.	North Side of Canal	Bi-weekly							1		
92	NW 58 St.	NW 114 Ave.	NW 112 Ave.	North Side of Canal	Bi-weekly							1		
93	NW 58 St.	NW 112 Ave.	NW 109 Ave.	North Side of Canal	Bi-weekly							1		
94	NW 107 Ave.	NW 52 St.	NW 58 St.	East Side of Canal (Between Houses - Top of Bank)	As Needed							1		
95	NW 97 Ave.	NW 43 Ter	NW 49 Ter	East Side of Canal (Between Top of Bank - Back of Sidewalk)	Bi-weekly							1		
96	Doral Blvd (NW 41st St)	NW 97 Ave.	NW 87 Ave.	South Side of Canal (From Southern Command Property line to Bridge & Launch Pad Area on South Bank at NW 89 Ct.) Southern Command Mowing is 10ft away from fence.	Bi-weekly							1		
97	NW 41 St.	NW 87 Ave.	NW 79 Ave.	North Side of Canal	As Needed							1		
98	NW 41 St.	NW 79 Ave.	Palmetto	North Side of Canal	As Needed							1		
<b>C-2 Extension Canal</b>														
99	NW 117 Ave.	NW 58 St.	NW 50 St.	West Side of Canal (Between Guardrail - Top of Bank)	Bi-weekly							1		
100	NW 117 Ave.	NW 50 St.	NW 41 St.	West Side of Canal (Between Guardrail - Top of Bank)	Bi-weekly							1		
101	NW 117 Ave.	NW 41 St.	NW 34 St.	West Side of Canal (Between Guardrail - Top of Bank)	Bi-weekly							1		
102	NW 117 Ave.	NW 34 St.	NW 25 St.	West Side of Canal (Between Guardrail - Top of Bank)	Bi-weekly							1		
<b>Northline Canal</b>														
103	NW 25 St.	NW 117 Ave.	NW 112 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	Monthly							1		
104	NW 25 St.	NW 112 Ave.	NW 107 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	Monthly							1		

105	NW 25 St.	NW 107 Ave.	NW 102 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	Monthly							1		
106	NW 25 St.	NW 102 Ave.	NW 28 Ter	North Side of Canal (Between Guardrail - Top of Bank)	Monthly							1		
107	NW 25 St.	NW 102 Ave.	NW 97 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	Monthly							1		
108	NW 25 St.	NW 97 Ave.	NW 92 Ave.	North Side of Canal (Between Fence - Top of Bank)	As Needed							1		
				South Side of Canal (Between Guardrail - Top of Bank)	As Needed									1
109	NW 25 St.	NW 92 Ave.	NW 87 Ave.	South Side of Canal (Between Guardrail - Top of Bank)	As Needed							1		
110	NW 25 St.	NW 89 Ct.	NW 87 Ave.	North Side of Canal (Between Guardrail - Top of Bank)	Monthly							1		
111	NW 25 St.	NW 87 Ave.	NW 84 Ave.	North Side of Canal	As Needed							1		

**CANAL MAINTENANCE - CANAL SLOPES**

Item Num.	Street/Avenue Name	From	To	Work Area	Frequency	Period					Total Services	Unit Price per service	Total Cost	
						Week 1	Week 2	Week 3	Week 4	Week 5				
<b>Dressels Canal</b>														
112	NW 58 St.	NW 117 Ave.	NW 114 Ave.	North Side of Canal	Bi-Monthly							1		
				South Side of Canal	Bi-Monthly								1	
113	NW 58 St.	NW 114 Ave.	NW 112 Ave.	North Side of Canal	Bi-Monthly							1		
				South Side of Canal	Bi-Monthly								1	
114	NW 58 St.	NW 112 Ave.	NW 109 Ave.	North Side of Canal	Bi-Monthly							1		
				South Side of Canal	Bi-Monthly								1	
115	NW 58 St.	NW 109 Ave.	NW 107 Ave.	North Side of Canal	Bi-Monthly							1		
				South Side of Canal	Bi-Monthly								1	
116	NW 107 Ave.	NW 52 St.	NW 58 St.	East Side of Canal	Bi-monthly							1		
117	NW 52 St.	NW 104 Ave.	NW 102 Ave.	North Side of Canal	Bi-Monthly							1		
				South Side of Canal	Bi-Monthly								1	
118	NW 52 St.	NW 102 Ave.	NW 97 Ave.	North Side of Canal	Bi-monthly							1		
				West Side of Canal	Bi-Monthly								1	
119	NW 97 Ave.	NW 43 Ter	NW 49 Ter	East Side of Canal	Bi-Monthly							1		
				North Side of Canal	Bi-Monthly								1	
120	NW 41 St.	NW 97 Ave.	NW 87 Ave.	North Side of Canal	Bi-Monthly							1		
				South Side of Canal	Bi-Monthly								1	
121	NW 41 St.	NW 87 Ave.	NW 79 Ave.	North Side of Canal	Bi-Monthly							1		
				South Side of Canal	Bi-Monthly								1	
122	NW 41 St.	NW 79 Ave.	Palmetto	North Side of Canal	Bi-Monthly							1		
				South Side of Canal	Bi-Monthly								1	
<b>C-2 Extension Canal</b>														
123	NW 117 Ave.	NW 58 St.	NW 50 St.	West Side of Canal	Bi-Monthly							1		
				East Side of Canal	Bi-Monthly								1	
124	NW 117 Ave.	NW 50 St.	NW 41 St.	West Side of Canal	Bi-Monthly							1		
				East Side of Canal	Bi-Monthly								1	
125	NW 117 Ave.	NW 41 St.	NW 34 St.	West Side of Canal	Bi-Monthly							1		
				East Side of Canal	Bi-Monthly								1	
126	NW 117 Ave.	NW 34 St.	NW 25 St.	West Side of Canal	Bi-Monthly							1		
				East Side of Canal	Bi-Monthly								1	

Northline Canal											
127	NW 25 St.	NW 117 Ave.	NW 112 Ave	North Side of Canal	Bi-Monthly					1	
				South Side of Canal	Bi-Monthly					1	
128	NW 25 St.	NW 112 Ave.	NW 107 Ave	North Side of Canal	Bi-Monthly					1	
				South Side of Canal	Bi-Monthly					1	
129	NW 25 St.	NW 107 Ave.	NW 102 Ave	North Side of Canal	Bi-Monthly					1	
				South Side of Canal	Bi-Monthly					1	
130	NW 25 St.	NW 102 Ave.	NW 97 Ave	North Side of Canal	Bi-Monthly					1	
				South Side of Canal	Bi-Monthly					1	
131	NW 25 St.	NW 97 Ave.	NW 92 Ave	North Side of Canal	Bi-monthly					1	
				South Side of Canal	Bi-monthly					1	
132	NW 25 St.	NW 92 Ave.	NW 87 Ave	North Side of Canal	Bi-monthly					1	
				South Side of Canal	Bi-monthly					1	
133	NW 25 St.	NW 87 Ave.	NW 84 Ave	North Side of Canal	Bi-monthly					1	
Sub-Total \$											

**TREE MAINTENANCE - AS NEEDED BASIS**

Item Num	Item	Description/Unit Type (Non-emergency, maximum response time 5 business days)	Qty	Unit Price / Multiplier	Total Cost
134	Tree Trimming	Per Tree, 0 - 5.9" DBH	1		
135	Tree Trimming	Per Tree, 6" - 11.9" DBH	1		
136	Tree Trimming	Per Tree, 12" - 19.9" DBH	1		
137	Tree Trimming	Per Tree, 20" - 29.9" DBH	1		
138	Tree Trimming	Per Tree, 30" - 39.9" DBH	1		
139	Tree Trimming	Per Tree, 40" and greater DBH	1		
140	Tree Fertilization	Per Tree, 0 - 5.9" DBH	1		
141	Tree Fertilization	Per Tree, 6" - 11.9" DBH	1		
142	Tree Fertilization	Per Tree, 12" - 19.9" DBH	1		
143	Tree Fertilization	Per Tree, 20" - 29.9" DBH	1		
144	Tree Fertilization	Per Tree, 30" - 39.9" DBH	1		
145	Tree Fertilization	Per Tree, 40" and greater DBH	1		
146	Tree Removal (includes stump & root)	Per Tree, 0 - 5.9" DBH	1		
147	Tree Removal (includes stump & root)	Per Tree, 6" - 11.9" DBH	1		
148	Tree Removal (includes stump & root)	Per Tree, 12" - 19.9" DBH	1		
149	Tree Removal (includes stump & root)	Per Tree, 20" - 29.9" DBH	1		
150	Tree Removal (includes stump & root)	Per Tree, 30" - 39.9" DBH	1		
151	Tree Removal (includes stump & root)	Per Tree, 40" and greater DBH	1		
152	Tree Relocation	Per Tree, 0 - 5.9" DBH	1		
153	Tree Relocation	Per Tree, 6" - 11.9" DBH	1		
154	Tree Relocation	Per Tree, 12" - 19.9" DBH	1		
155	Tree Relocation	Per Tree, 20" - 29.9" DBH	1		
156	Tree Staking	Per Tree, 0 - 5.9" DBH	1		
157	Tree Staking	Per Tree, 6" - 11.9" DBH	1		
158	Tree Staking	Per Tree, 12" - 19.9" DBH	1		
159	Tree Staking	Per Tree, 20" - 29.9" DBH	1		
160	Tree Staking	Per Tree, 30" - 39.9" DBH	1		
161	Palm Trimming	Per Palm, 0-10" clear trunk	1		
162	Palm Trimming	Per Palm, >10" clear trunk	1		
163	Palm Fertilization	Per Palm, 0-10" clear trunk	1		
164	Palm Fertilization	Per Palm, >10" clear trunk	1		
165	Palm Removal (includes stump and root)	Per Palm, 0-10" clear trunk	1		
166	Palm Removal (includes stump and root)	Per Palm, >10" clear trunk	1		
167	Palm Staking	Per Palm, 0-10" clear trunk	1		
168	Palm Staking	Per Palm, >10" clear trunk	1		
169	Stump Removal	All Tree & Palm Types, 0 - 5.9" DBH	1		
170	Stump Removal	All Tree & Palm Types, 6" - 11.9" DBH	1		

171	Stump Removal	All Tree & Palm Types, 12" - 19.9" DBH	1		
172	Stump Removal	All Tree & Palm Types, 20" - 29.9" DBH	1		
173	Stump Removal	All Tree & Palm Types, 30" - 39.9" DBH	1		
174	Stump Removal	All Tree & Palm Types, 40" and greater DBH	1		
175	Emergency Multiplier	For all of the above services, this multiplier will be used on the corresponding unit cost if response time required is less than 24 hours for project completion	1		
176	Materials Multiplier	For all materials including mulch, fertilizer and pesticides. Base price requires three quotes on initial use. Multiplier rate added to purchase cost, receipts required. Multiplier rate includes cost of application/use.	1		
					Sub-Total: \$

**MISCELLANEOUS - AS NEEDED BASIS**

Item Num.	Item/Description	Qty	Hourly Rate	Total Cost
177	Irrigation Repairs	1		
178	Work Boat w/Operator	1		
179	ISA Certified Arborist	1		
180	Tree Climber Specialist	1		
181	Chipper w/Operator	1		
182	Bucket Truck w/Operator	1		
183	Grapple Truck w/ Operator	1		
184	Water Truck w/ Operator (water included)	1		
185	Other equipment, services, staff classifications (Proposed by Bidder for use on this contract):	1		
Sub-Total: \$				

**TREE PURCHASE & DELIVERY**

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost Size: 25 Gal. 10'H - 12'H	Unit Cost Size: 45 Gal. 12'H - 14'H	Unit Cost Size: 65 Gal. 14'H - 16'H	Total Cost
186	Bauhinia variegata candida, White Orchid Tree	1				
187	Brachychiton acerifolia, Illawarra Flame Tree	1				
188	Brya ebenus, Coccoloba	1				
189	Bulnesia arborea, Verawood	1				
190	Butea monosperma, Palash	1				
191	Caesalpinia sp. Dwarf poinciana	1				
192	Caesalpinia granadillo, Bridalweil Tree	1				
193	Cananga odorata, Cananga Tree	1				
194	Cassia bakeriana, Pink Shower Tree	1				
195	Cassia fistula, Golden Shower Tree	1				
196	Cassia grandis, Pink Shower Tree	1				
197	Cassia javanica, Java Cassia	1				
198	Cassia surattensis, Glauca cassia	1				
199	Citharexylum spinosum, Fiddlewood	1				
200	Cordia sebestena, Orange Griger	1				
201	Chamaerops humilis, Mediterranean Fan Palm	1				
202	Eugenia foetida, Spanish Stopper	1				
203	Lagerstroemia speciosa, Queen's Crape Myrtle	1				
204	Lagerstroemia indica, Crape Myrtle	1				
205	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	1				
206	Magnolia grandifolia 'Little Gem', Dwarf Southern Magnolia	1				
207	Murraya paniculata, Orange Jessamine	1				
208	Myrica cerifera, Wax myrtle	1				
209	Plumeria rubra, Plumeria	1				
210	Spathodea campanulata, African tulip tree	1				
211	Tabebuia caribaea, Yellow Tabebuia	1				
212	Tabebuia heterophylla, Pink Tabebuia	1				
213	Tabebuia impetiginosa, Purple Tabebuia	1				
214	Tipuan tipsu, Rosewood and Pride of Bolivia	1				
215	Triplaris cunninghamiana, Ant Tree	1				
216	Chrysophyllum oliviforme, Satinleaf	1				
217	Conocarpus erectus var. sericeus, Silver Buttonwood	1				
218	Eriobotrya japonica, Loquat	1				
219	Ilex cassine, Dahoon Holly	1				
220	Ilex x attenuata, East Palatka Holly	1				
221	Jatropha integerrima, Jatropha Standard Red	1				
222	Ligustrum lucidum, Wax Privet	1				
223	Ligustrum japonicum, Japanese Privet	1				
224	Pinus elliotti var densa, South Florida Slash Pine	1				
225	Busera simaruba, Gumbo Limbo	1				

226	Calophyllum brasiliense, Brazilian Beautyleaf	1				
227	Chrysophyllum oliviforme, Satinleaf	1				
228	Coccoloba diversifolia, Pigeon Plum	1				
229	Coccoloba uvifera, Seagrape	1				
230	Conocarpus erectus, Green Buttonwood	1				
231	Krugiodendron ferreum, Black Ironwood	1				
232	Lysiloma bahamensis, Wild tamarind	1				
233	Lysiloma latisiliquum, Wild tamarind	1				
234	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	1				
235	Pinus elliotti var densa, South Florida Slash Pine	1				
236	Pitheophorum pterocarpum, Yellow poinciana	1				
237	Quercus laurifolia, Laurel Oak	1				
238	Quercus virginiana, Live Oak	1				
239	Simarouba glauca, Paradise Tree	1				
240	Sweetenia mahagoni, Mahogany Tree	1				
241	Taxodium distichum, Bald Cypress	1				
Sub-Total: \$						

**TREE INSTALLATION**

Item Num.	Description (Botanical Name, Common)	Quantity	Installation Only Size: 25 Gal. 10'H - 12'H	Installation Only Size: 45 Gal. 12'H - 14'H	Installation Only Size: 65 Gal. 14'H - 16'H	Total Cost
242	Bauhinia variegata candida, White Orchid Tree	1				
243	Brachyhiton acerifolia, Illawarra Flame Tree	1				
244	Brya ebenus, Coccoloba	1				
245	Bulnesia arborea, Verawood	1				
246	Butea monosperma, Palash	1				
247	Caesalpinia sp. Dwarf poinciana	1				
248	Caesalpinia granadillo, Bridalveil Tree	1				
249	Cananga odorata, Cananga Tree	1				
250	Cassia bakeriana, Pink Shower Tree	1				
251	Cassia fistula, Golden Shower Tree	1				
252	Cassia grandis, Pink Shower Tree	1				
253	Cassia javanica, Java Cassia	1				
254	Cassia surattensis, Glaucus cassia	1				
255	Citharexylum spinosum, Fiddlewood	1				
256	Corolla sebastera, Orange Geiger	1				
257	Chamaecyparis humilis, Mediterranean Fan Palm	1				
258	Eugenia foetida, Spanish Stopper	1				
259	Lagerstroemia speciosa, Queen's Crape Myrtle	1				
260	Lagerstroemia indica, Crape Myrtle	1				
261	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	1				
262	Magnolia grandifolia 'Little Gem', Dwarf Southern Magnolia	1				
263	Murraya paniculata, Orange Jessamine	1				
264	Myrica cefifera, Wax myrtle	1				
265	Plumeria rubra, Plumeria	1				
266	Spathodea campanulata, African tuliptree	1				
267	Tabebuia caribaea, Yellow Tabebuia	1				
268	Tabebuia heterophylla, Pink Tabebuia	1				
269	Tabebuia impetiginosa, Purple Tabebuia	1				
270	Tipuan tipu, Rosewood and Pride of Bolivia	1				
271	Triplaris cuminiana, Ani Tree	1				
272	Chrysophyllum oliviforme, Satinleaf	1				
273	Conocarpus erectus var. sericeus, Silver Buttonwood	1				
274	Eriobotrya japonica, Loquat	1				
275	Ilex cassine, Dahoon Holly	1				
276	Ilex x attenuata, East Palatka Holly	1				
277	Jatropha integerrima, Jatropha Standard Red	1				
278	Ligustrum lucidum, Wax Privet	1				
279	Ligustrum japonicum, Japanese Privet	1				
280	Pinus elliotti var densa, South Florida Slash Pine	1				
281	Busera Simaruba, Gumbo Limbo	1				
282	Calophyllum brasiliense, Brazilian Beautyleaf	1				
283	Chrysophyllum oliviforme, Satinleaf	1				
284	Coccoloba diversifolia, Pigeon Plum	1				
285	Coccoloba uvifera, Seagrape	1				
286	Conocarpus erectus, Green Buttonwood	1				
287	Krugiodendron ferreum, Black Ironwood	1				
288	Lysiloma bahamensis, Wild tamarind	1				
289	Lysiloma latisiliquum, Wild tamarind	1				
290	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	1				

291	Pinus elliotti var densa, South Florida Slash Pine	1				
292	Peltophorum pterocarpum, Yellow poinciana	1				
293	Quercus laurifolia, Laurel Oak	1				
294	Quercus virginiana, Live Oak	1				
295	Simarouba glauca, Paradise Tree	1				
296	Swietenia mahagoni, Mahogany Tree	1				
297	Taxodium distichum, Bald Cypress	1				
Sub-Total: \$						

**SINGLE PALM PURCHASE & DELIVERY**

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost Size: 6'H - 8'H Single	Unit Cost Size: 8'H - 10'H Single	Unit Cost Size: 12'H - 14'H Single	Total Cost
298	Adonidia merrillii, Christmas Palm	1				
299	Sabal Palmetto, Cabbage Palm, Minor, Slick	1				
300	Acoelorrhaphes wrightii, Paurotis Palm	1				
301	Archontophoenix alexandrae, Alexandra Palm	1				
302	Bismarckia nobilis, Bismarck Palm	1				
303	Butia capitata, Pindo Palm	1				
304	Caryota mitis, Clustered fishtail Palm	1				
305	Chamaedorea cataractarum, Cat Palm	1				
306	Chamaedorea sefrizii, Bamboo Palm	1				
307	Chamaerops humilis, European fan Palm	1				
308	Cocos nucifera 'Green Malayan', Green Malayan coconuts; Straight trunks	1				
309	Cocos nucifera 'Maypan', Maypan coconuts;	1				
310	Coccothrinax argentata, Silver Palm	1				
311	Dictyosperma album, Hurricane Palm	1				
312	Dypsis/Neodypsis decaryi triangle Palm	1				
313	Hyophorbe lagenicaulis, Bottle Palm	1				
314	Hyophorbe verschaffelii, Spindle Palm	1				
315	Lantania loddigesii, Blue lantania	1				
316	Livistona chinensis, Chinese fountain/fan Palm	1				
317	Phoenix canariensis, Canary Island date Palm	1				
318	Phoenix dactylopera 'Medjool', Medjool Date Palm; Straight cut & pressure cleaned	1				
319	Phoenix reclinata, Senegal date Palm	1				
320	Phoenix roebelenii, Pygmy Date Palm	1				
321	Phoenix sylvestris, Sylvester Date Palm	1				
322	Pseudophoenix sargentii, Buccaneer Palm	1				
323	Ptychosperma elegans, Solitaire Palm	1				
324	Ptychosperma macarthurii, MacArthur Palm	1				
325	Roystonia elata, Florida Royal Palm	1				
326	Syagrus romanzoffianum, Queen Palm	1				
327	Thrinax spp., Thatch Palm	1				
328	Washingtonia robusta, Mexican fan Palm	1				
329	Veitchia montgomeryana, Montgomery Palm	1				
330	Veitchia winnii, Winnii Palm	1				
331	Wodyetia, Foxtail Palm	1				
Sub-Total: \$						

**SINGLE PALM INSTALLATION**

Item Num.	Description (Botanical Name, Common)	Quantity	Installation Only Size: 6'H - 8'H	Installation Only Size: 8'H - 10'H	Installation Only Size: 14'H - 16'H	Total Cost
332	Adonidia merrillii, Christmas Palm	1				
333	Sabal Palmetto, Cabbage Palm, Minor, Slick	1				
334	Acoelorrhaphes wrightii, Paurotis Palm	1				
335	Archontophoenix alexandrae, Alexandra Palm	1				
336	Bismarckia nobilis, Bismarck Palm	1				
337	Butia capitata, Pindo Palm	1				
338	Caryota mitis, Clustered fishtail Palm	1				
339	Chamaedorea cataractarum, Cat Palm	1				
340	Chamaedorea sefrizii, Bamboo Palm	1				
341	Chamaerops humilis, European fan Palm	1				
342	Cocos nucifera 'Green Malayan', Green Malayan coconuts; Straight trunks	1				
343	Cocos nucifera 'Maypan', Maypan coconuts;	1				
344	Coccothrinax argentata, Silver Palm	1				
345	Dictyosperma album, Hurricane Palm	1				
346	Dypsis/Neodypsis decaryi triangle Palm	1				
347	Hyophorbe lagenicaulis, Bottle Palm	1				
348	Hyophorbe verschaffelii, Spindle Palm	1				
349	Lantania loddigesii, Blue lantania	1				
350	Livistona chinensis, Chinese fountain/fan Palm	1				

351	Phoenix canariensis, Canary Island date Palm	1				
352	Phoenix dactylifera 'Medjool', Medjool Date Palm; Straight cut & pressure cleaned	1				
353	Phoenix reclinata, Senegal date Palm	1				
354	Phoenix roebelenii, Pygmy Date Palm	1				
355	Phoenix sylvestris, Sylvester Date Palm	1				
356	Pseudophoenix sargentii, Burcawer Palm	1				
357	Psychosema elegans, Solitaire Palm	1				
358	Psychosema macarthurii, MacArthur Palm	1				
359	Roystonea elata, Florida Royal Palm	1				
360	Syagrus romanzoffianum, Queen Palm	1				
361	Thrinax spp., Thatch Palm	1				
362	Washingtonia robusta, Mexican fan Palm	1				
363	Veitchia montgomeryana, Montgomery Palm	1				
364	Veitchia winnii, Winni Palm	1				
365	Wodyetia, Foxtail Palm	1				
						Sub-Total: \$

**DOUBLE PALM PURCHASE & DELIVERY**

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost Size: 6'H - 8'H Double	Unit Cost Size: 8'H - 10'H Double	Unit Cost Size: 12'H - 14'H Double	Total Cost
366	Adonidia merrilli, Christmas Palm	1				
367	Coccothrinax argentata, Florida Silver Palm	1				
368	Phoenix roebelenii, Pygmy Date Palm	1				
369	Psychosema elegans, Solitaire Palm	1				
370	Veitchia montgomeryana, Montgomery Palm	1				
371	Wodyetia bifurcata, Foxtail Palm	1				
						Sub-Total: \$

**DOUBLE PALM INSTALLATION**

Item Num.	Description (Botanical Name, Common)	Quantity	Installation Only Size: 6'H - 8'H	Installation Only Size: 8'H - 10'H	Installation Only Size: 14'H - 16'H	Total Cost
372	Adonidia merrilli, Christmas Palm	1				
373	Coccothrinax argentata, Florida Silver Palm	1				
374	Phoenix roebelenii, Pygmy Date Palm	1				
375	Psychosema elegans, Solitaire Palm	1				
376	Veitchia montgomeryana, Montgomery Palm	1				
377	Wodyetia bifurcata, Foxtail Palm	1				
						Sub-Total: \$

**TRIPLE PALM PURCHASE & DELIVERY**

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost Size: 6'H - 8'H Triple	Unit Cost Size: 8'H - 10'H Triple	Unit Cost Size: 12'H - 14'H Triple	Total Cost
378	Coccothrinax argentata, Florida Silver Palm	1				
379	Psychosema elegans, Solitaire Palm	1				
380	Veitchia montgomeryana, Montgomery Palm	1				
381	Wodyetia bifurcata, Foxtail Palm	1				
						Sub-Total: \$

**TRIPLE PALM INSTALLATION**

Item Num.	Description (Botanical Name, Common)	Quantity	Installation Only Size: 6'H - 8'H	Installation Only Size: 8'H - 10'H	Installation Only Size: 14'H - 16'H	Total Cost
382	Coccothrinax argentata, Florida Silver Palm	1				
383	Psychosema elegans, Solitaire Palm	1				
384	Veitchia montgomeryana, Montgomery Palm	1				
385	Wodyetia bifurcata, Foxtail Palm	1				
						Sub-Total: \$

**SHRUBS AND GROUNDCOVERS PURCHASE, INSTALLATION**

Item Num.	Description (Botanical Name, Common)	Quantity	Unit Cost and Installation Size: 1 Gal.	Unit Cost and Installation Size: 3 Gal.	Unit Cost and Installation Size: 7 Gal.	Total Cost
386	Chrysobalanus icaco, Cocoplum	1				
387	Byrsionima lucida, Locust Berry	1				
388	Ernodea littoralis, Golden Creeper	1				
389	Hamelia patens compacta, Dwarf Fire Bush	1				
390	Spartina bakeri, Sand Cordgrass	1				
391	Tripsacum dactyloides, Fakahatchee Grass	1				
392	Acalypha Wilkesiana, Copperleaf	1				
393	Conocarpus Erectus, Silver Buttonwood	1				
394	Clusia Guttifera, Dwarf Clusia	1				

395	Chrysobalanus icaco, Red Tip Cocoplum	1			
396	Dianella Tasmanica, Flax Lily	1			
397	Eugenia Foetida, Spanish Stopper	1			
398	Ficus Microcarpa, Green Island Ficus	1			
399	Galphimia Gracilis, Thryallis	1			
400	Ilex Vomitoria Stoke Dwarf, Dwarf Yauponholly	1			
401	Isoora X 'Petite Taiwan Red, Dwarf Red Taiwan Isoora	1			
402	Plumbago Auriculata, Imperial Blue Plumbago	1			
403	Russelia Equisetiformis, Firecracker Plant	1			
404	Viburnum Obovatum, Walter's viburnum	1			
405	Zamia Pumila, Coontie	1			
406	Variegated Arboricola, Schefflera Arboricola 'Trinette'	1			
407	Rhaphiolepis Indica, Indian Hawthorn	1			
408	Dwarf Isoora, Maui Isoora	1			
409	Codiaeum Variegatum, Croton	1			
410	Crinum Lily, Queen Emma	1			
411	Pittosporum, Cheesewood	1			
412	Liriope, Lilyturfs	1			
413	Nephrolepis biserrata, Giant Sword Fern	1			
414	Philodendron Bipinnatifidum, Philodendron	1			
415	Zamia Furfuracea, Carboard Palm	1			
416	Jasminum, Jasmine	1			
417	Callistemon Citrinus, Dwarf Bottle Brush	1			
418	Cordyline Fruticosa, Black Magic Ti Plant	1			
419	Juniperus Conferta 'Compacta', Shore Juniper	1			
420	Trachelospermum Asiaticum 'Minima', Minima Jasmine	1			
421	Perennial Peanut, Yellow Peanut	1			
422	Pentas, Pentas	1			
423	Euphorbia milli, Crown of thorns	1			
424	Impatiens	1			
425	Poinsettia Red	1			
426	Evolvulus Nuttallianus, Blue Daze	1			
427	Lantana X 'New Gold'	1			
428	Coreopsis, Tickseed	1			
Sub-Total:					5

## **EXHIBIT “D”:**

# **Right-of-Way Maintenance & Canal Right-of-Way Maintenance Maps**

# City of Doral

Public Works Department



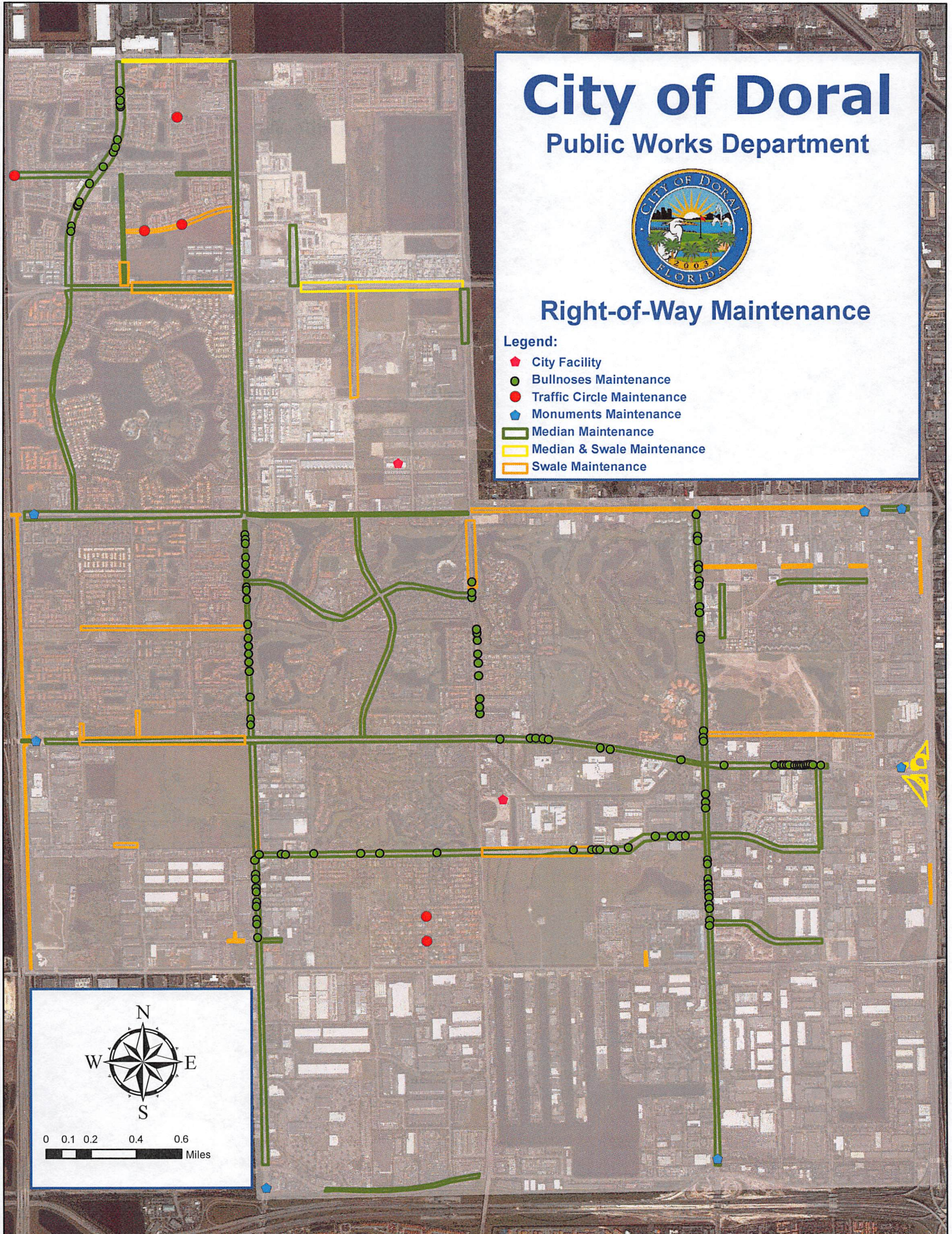
## Right-of-Way Maintenance

Legend:

-  City Facility
-  Bullnoses Maintenance
-  Traffic Circle Maintenance
-  Monuments Maintenance
-  Median Maintenance
-  Median & Swale Maintenance
-  Swale Maintenance



0 0.1 0.2 0.4 0.6  
Miles



# City of Doral

Public Works Department



## Right-of-Way Maintenance Services Canal Right-of-Way - Flat Mowing

### Legend

Canal

 C-2 Extension Canal

 Dressels Canal

 Northline Canal



0 0.125 0.25 0.5 0.75  
Miles

# City of Doral

Public Works Department



## Right-of-Way Maintenance Services Canal Right-of-Way - Slope Maintenance

### Legend

Canal

-  C-2 Extension Canal
-  Dressels Canal
-  Northline Canal



**RESOLUTION No. 20-159**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING INVITATION TO BID #2020-14 "RIGHT OF WAY MAINTENANCE SERVICES" TO SFM SERVICES, INC; THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SFM SERVICES, INC. FOR THE PROVISION OF RIGHT-OF-WAY MAINTENANCE SERVICES FOR A THREE (3) YEAR PERIOD WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE-YEAR (1) PERIODS UNDER THE SAME TERMS, CONDITIONS, AND PRICES OF THE CONTRACT, IN AN NOT TO EXCEED APPROVED DEPARTMENTAL BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral Public Works Department (PWD) provides exceptional services to ensure that the City of Doral continues to follow the "Keep Doral Beautiful" initiative; and

**WHEREAS**, to provide excellent service to the residents and business owners of Doral, the Right-of-Way Maintenance Program was created in 2007; and

**WHEREAS**, this maintenance program includes for maintenance to be performed within the City's public right-of-way green areas that includes swales, medians, and canal right-of-way; and

**WHEREAS**, right-of-way services also include the repairs of irrigation throughout the City and the purchase of planting materials within this contract; and

**WHEREAS**, the current right-of-way maintenance contract is set to expire on October 1, 2020 or sooner; and

**WHEREAS**, on April 23, 2020, the City of Doral issued Invitation to Bid #2020-14 “Right-of-Way Maintenance Services” (the ITB) to competitively advertise the right-of-way services; and

**WHEREAS**, the City requested for all submitters to consider the bid amount for a potential five (5) year contract; and

**WHEREAS**, the City received five (5) submittals in response to the ITB which were opened on May 21, 2020 at 11:00 a.m. At the time of recommendation, it was determined that only three (3) firms meet the required criteria; and

**WHEREAS**, upon review of the bids submitted, City Staff respectfully requests that the Mayor and the City Council-Members authorize the City Manager to enter into an agreement with SFM Services, Inc. who was deemed the lowest most responsive and responsible bidder for the provision of right-of-way maintenance services, for a three (3) year period with the option to renew for an additional two (2) one-year (1) periods under the same terms, conditions, and contract prices, in an amount not to exceed approved budgeted funds; and

**WHEREAS**, funding for this request is available in the current Fiscal Year from the Public Works General Fund – “Contractual Services Account” (Account No. 001.80005.500340), and from the Public Works Stormwater Fund “Contractual Services Account” (Account No. 401.80005.500340).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The contract between the City and SFM Services, Inc. for Right-of-Way Maintenance Services for a three (3) year period with the option to renew for an additional two (2) one-year (1) periods under the same terms, conditions, and costs of the contract, in an amount not to exceed budgeted funds, is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute the work orders and expend budgeted funds on the behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.


**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes


PASSED AND ADOPTED this 12 day of August, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY