

## SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

### INSTRUCTIONS TO BIDDERS:

#### 1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Bid:** A price and terms quote received in response to an IFB.

**Bidder:** Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

**City:** Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

**Change Order:** A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

**Contractor:** Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

**Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

**Contract Administrator:** The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

**Consultant:** Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

**First Ranked Proposer:** That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**Invitation for Bids (IFB):** When the City is requesting bids from qualified Bidders.

**Proposer:** Person or firm submitting a proposal.

**Proposal:** A proposal received in response to an RFP.

**Request for Proposals (RFP):** When the City is requesting proposals from qualified Proposers.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

**Seller:** Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

**Successful Bidder:** means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

**2. Cone of Silence**

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in

any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other

penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

**3. Bid Forms**

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

**4. Sub-Contractors**

- 4.1 Sub-Contractors Terms  
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement  
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

**5. Qualifications of Bidders**

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to

inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

**6. Specifications**

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or

exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

## 7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

## 8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.
- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

## 9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

## 11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

## 12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.
- 12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid

after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

**13. Opening of Bids**

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

**14. Award of Contract**

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder

under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.

- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

**15. Contractual Agreement**

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

**16. Insurance**

16.1 If the Contractor is required to go on to City property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Special Terms and Conditions.

16.2 The Contractor shall provide the Purchasing Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

**17. Taxes**

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**18. Estimated Quantities/Warranties of Usage**

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

**19. Samples and Demonstrations**

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or

demonstrations as specified by the City may result in rejection of a bid.

**20. Delivery**

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

**21. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**22. References**

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

**23. Costs Incurred by Bidders**

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

**24. Permits, Fees and Notices (If Applicable)**

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as

necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

services rendered under this contract shall be those of the Contractor.

24.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

**25. Penalties for Misrepresentation**

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

**26. Restriction on Disclosure and Use of Data**

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

**27. Exceptions to the Bid**

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

**28. Cancellation for Unappropriated Funds**

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

**29. Independent Contractor**

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to

**30. Safety**

**30.1 Job Site**

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

**31. Occupational Health and Safety**

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
  - 1) The potential for fire, explosion, corrosiveness, and reactivity;
  - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and



- 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

**32. Conflict of Interest**

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

**33. Indemnity/Hold Harmless**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from

the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

**34. Public Entity Crimes Statement**

Pursuant to Section 287.133(2)(a), *Florida Statutes*, as amended from time to time, Contractor certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing 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 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 Section 287.017, Fla. Stat., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**35. Public Records**

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**e) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

**36. Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**37. Collusion**

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items,

or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**38. Audit Rights**

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

**39. Patents and Royalties**

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**40. Purchase by Other Governmental Agencies**

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**41. Assignment and Sub-Letting**

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the

rights, duties and responsibilities of the Contractor.

**42. Choice of Law and Venue**

The Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of the Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

**43. Gratuities and Kickbacks**

**43.1 Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

**43.2 Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

**43.3 Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

**44. Protest Process**

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid

System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten (10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total

amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

**45. Trade Secrets and Proprietary Confidential Business Information**

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records

**46. Anti-Discrimination**

That Proposer shall for itself, its personal representatives, successors in interest, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or

expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

- b) No employee or applicant for employment on the ground of race, color, religion sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this solicitation with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this solicitation.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

**47. Default**

**47.1 Termination for Cause**

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

**Procedures:**

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and

- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

**47.2 Termination for Default**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

**47.3 Termination for Convenience of City**

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

**48. E-Verify**

**48.1 Definitions:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

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

48.2 Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees.

Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later*

*than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.*

**49. Scrutinized Companies pursuant to Section 287.135 and 215.473, Florida Statutes**

49.1 Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City shall have all rights and remedies to terminate this Agreement consistent with Section 287.135, Fla. Stat., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Fla. Stat., as amended.

**50. Jury Trial Waiver**  
**PROPOSER AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.**

**51. Anti-Trust Violations; Denial or Revocation under Section 287.137, Florida Statutes**  
 Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida)

following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By submitting this Bid, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of submitting this Bid. False certification under this paragraph or being subsequently added to that list will result in rejection of this Bid and cancellation of any contract award, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

**52. Severability; Waiver of Provisions**

Any provision in this Solicitation that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by the City shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Solicitation.

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## SECTION II

### SPECIAL TERMS AND CONDITIONS

#### 1. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Analyst. For Information concerning procedures for responding to this solicitation, and to register to the City's eBid system contact Lorie Messer at 954-956-1584 or email at [lmesser@coconutcreek.net](mailto:lmesser@coconutcreek.net).

For all other questions and request for information that would or would not materially affect the scope of services to be performed of the specifications, or for clarification please utilize the "Questions Tab" provided by IonWave for the eBid System at <https://coconutcreek.ionwave.net>. Questions must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or the solicitations process will only be transmitted by official written addendum issued by the City and uploaded to the eBid System as a separate addendum to the RFP.

The City shall not be responsible for oral interpretations given by any City employee or its representative.

#### 2. Non-Mandatory Pre-Proposal Meeting

All Proposers or their representatives are strongly urged to attend the pre-proposal meeting. This information session presents an opportunity for the Proposer to clarify any concerns regarding the RFP requirements. Questions regarding the site and scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

The Proposer is cautioned that, although the pre-proposal meeting is optional, no modification or any changes will be allowed in the pricing because of the failure of the Proposer to have attended the meeting or visited the sites. Submission of a proposal will be construed that the Proposer is acquainted sufficiently with the work to be performed. A map of all sites will be provided for Proposers to inspect the sites of the proposed work prior to submitting a proposal. Proposer shall carefully and thoroughly examine the Contract Documents before submitting a bid.

#### 3. Minimum Qualification Requirements

**3.1** Proposer shall be licensed to conduct business in the State of Florida to perform the required services and must possess all of the necessary Restricted Use Commercial Spray Applicator licenses including but not limited to Aquatic Pest Control Natural Areas Weed Management, Right-of-Way Pest Control.

**3.2** Proposer shall have at least five (5) years of verifiable full-time experience in providing services similar to those specified herein, preferably with experience in a government setting.

#### **3.3 Firm Qualifications**

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The proposal must also identify the contact person and telephone number.



The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

#### 4. **Proposal Format**

The proposal shall contain three (3) sections:

##### **Section 1: Qualifications and Experience**

- Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- Provide resume and fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated above.
- Provide resumes for all of firm's employees that will be used in providing the services specified herein, specifically personnel involve in wetland and upland preserve maintenance projects. Include the following information for each:
  - a. Name
  - b. Education, Certifications and degrees
  - c. Experience
  - d. Registrations (Florida, elsewhere)
  - e. Licenses (Occupational, Restricted Use Pesticide Applicators/Aquatic)
  - f. Professional affiliations
  - g. Specialties
- Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support a claim to excellence.

**Note:** The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

##### **Section 2: Resources and Availability**

- Describe the firm's management plan to be used, staffing configuration and safety protocols.
- Provide information about the equipment and services at the firm's disposal.

##### **Section 3: References**

- Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services, both wetland and upland preserve projects, in the past five (5) years, at least two (2) of which are governmental entities. For each client reference include:
  - Project name and location
  - Scope of services provided, description of area, number of acres
  - Cost of project
  - Contact person, title, business address, telephone and email address
  - Start and completion date of the contract

**Note:** Proposer is responsible for verifying correct phone numbers, email address and contact information. Failure to provide accurate data may result in the reference not being considered.

**5. Competency of Proposers**

Proposals shall be considered only from firms that have five (5) or more years' experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

**6. Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood, pandemic or other substantial loss that the City of Coconut Creek shall require a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**7. Performance**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

**8. Schedule of Events**

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	October 09, 2022
Non-Mandatory Pre-Proposal Meeting – 3:00 PM EST	October 18, 2022
Last Date of Receipt of Questions – 2:00 PM EST	October 26, 2022
Addendum Release (if required)	October 27, 2022
Proposals Due – Wednesday, 11:00 AM EST	November 09, 2022
Compliance Review	November 10, 2022
Selection Committee Evaluations/Short List	November 30, 2022
Oral Interviews/Selection of 1 <sup>st</sup> Ranked Proposer (if applicable)	TBD
Contract Negotiations with 1 <sup>st</sup> Ranked Proposer (if applicable)	TBD
Commission Award of Contract	January 12, 2023

**9. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of

any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- a. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## 10. Proposal Submission

- 10.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 250MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 250MB being the maximum file size.
- 10.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation.
- 10.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 10.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 10.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 10.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.

- 10.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 10.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 10.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

## 11. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

### Criteria

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance
- 5) Price

- 11.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek’s best interest to request additional information or clarification from Proposers.
- 11.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.
- 11.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

## 12. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely

submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

**13. Selection Process**

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

**Oral Presentations**

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

**14. Best and Final Offers**

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

**15. Negotiations**

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. The City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

**16. Award of Contract**

16.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) or more Proposers if the City deems it is in its best interest.

- 16.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.
- 16.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 16.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 16.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

## **17. Contract Term**

- 17.1 The initial contract period shall be for three (3) years. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 17.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

## **18. Price**

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

## **19. Cost Adjustments**

- 19.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All

Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

- 19.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

## **20. Insurance Requirements**

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Proposer, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Proposer shall maintain in force at their own expense, insurance as follows:

### **20.1 Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

**Note:** Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

### **20.2 General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

### **20.3 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

**20.4 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

**20.5 Insurance Company and Agent**

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

**Note:** A copy of **any** current Certificate of Insurance shall be included with your proposal.

**21. Dispute Resolution****21.1 Dispute Resolution Process**

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.



- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

## **22. Inspection, Direction, and Payment**

- 22.1** The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 22.2** Contractor shall submit invoice after each event. The City shall pay the Contractor the amount due within thirty (30) days after approval of said invoice by the Public Works Director or designee.
- 22.3** If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.
- 22.4** The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 22.5** It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

## SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

### A. Maintenance of Preserve Areas

#### 1. Scope of Services

##### 1.1 Intent

This contract will not include any earthwork or construction other than routine maintenance described in this information package. Site locations and descriptions are summarized in Item 2 (Site Descriptions). Technical specifications and schedule of maintenance for each area have been established and are outlined below.

The goals of this Combined Preserve Site Maintenance Program are to:

- a) Provide a comprehensive maintenance program for the nineteen (19) preserve sites described in this contract, with the intent of enhancing the value and quality of each preserve community.
- b) Eradicate and discourage growth of exotic and nuisance species of vegetation in the preserve and restoration sites specified in this contract. The maximum total percentage of exotic and nuisance vegetation species must not exceed two percent (2%) per site maintained under this contract. In addition, the remaining two percent (2%) of exotic and nuisance vegetation remaining per preserve site shall not be concentrated in any one area within that site. This requirement does not include areas within a site which has been determined by the City to have some short-term screening or aesthetic value. The City reserves the right to have the Contractor remove these few remaining exotic vegetation screens during the course of the contract at no additional cost to the City. The Contractor shall incorporate any anticipated cost for removal of these exotics into this proposal.
- c) Maintain and enhance survival and coverage of planted vegetation and desirable recruited vegetation in the preserve sites.
- d) Provide the City unit prices for installation of defined planting units at the option of the City.

The intent of the City is to obtain complete services under this contract for all maintenance of the preserve sites listed within. Any labor, materials, or equipment which may be necessary to accomplish these services shall be supplied by the Contractor whether or not they are specifically shown on the contract documents or specified herein.

##### 1.2 General Information

The Contractor shall be required to comply with all federal, state, and local laws and regulations, including OSHA standards of safety, in completing all work.

Contractor's employees shall present a professional appearance, neat, clean, well groomed, courteous, properly uniformed, and conduct themselves in a respectable manner, in the performance of the duties, and while on City property. Contractor's personnel shall wear an appropriate uniform, and always be identified with a nametag specifying both the firm name and employee name.

A minimum of one (1) English speaking supervisor per crew shall be present to supervise the performance of all work and to coordinate corrective work. The Contractor's supervisor(s) shall be literate and fluent in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. The Contractor's supervisor(s) shall also be capable of communicating fully with all employees in the event they do not speak English.

The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of this proposal, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, and the character of equipment and facilities needed prior to and during the execution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata and groundwater table conditions will not be allowed.

The terms listed below shall be defined under this contract as follows:

- a) Planting Dish - A circular area approximately twenty-four (24) inches in diameter surrounding the trunk of a tree.
- b) Recruited Vegetation - Vegetation which has grown from a seed source not placed on the site by the City or by a Contractor.
- c) Colonizing Vegetation – See Recruited Vegetation.
- d) Volunteer Vegetation – See Recruited Vegetation.
- e) Desirable Recruited Vegetation – Recruited vegetation, which is a native Florida species and does not function as a nuisance or undesirable species.
- f) Nuisance or invasive species – Any vegetation species which infringes on or excludes the growth of desirable native species; and/or any species determined by the City to be undesirable.
- g) Exotic Species – Any vegetation species which is non-native to Florida.
- h) Mulch Ring – A ring of organic mulch material extending no less than two (2) feet out in all directions from the trunk of all trees, palms, and large shrubs. Mulch depth within this ring should be of a two (2) inch nominal depth with no mulch placed closer than six (6) inches from the trunk in any direction.

**1.3 Maintenance of Preserve Areas Contract Drawings**

The following drawings titled Preserve Location Maps illustrating the location of each preserve are hereby made a part of the contract documents and are as follows:

Copans Road Preserve	Preserve Location Map # 1
Cypress Park Preserve	Preserve Location Map # 2
Cypress Walk Preserve	Preserve Location Map # 3
Recreation Complex Preserve	Preserve Location Map # 4
Sabal Pines Preserve	Preserve Location Map # 5

Township Estates Preserve	Preserve Location Map # 6
Veterans Park Preserve	Preserve Location Map # 7
Windmill Park Preserve	Preserve Location Map # 8
Winston Park Preserve	Preserve Location Map # 9
74th Street Preserve	Preserve Location Map # 10
Wiles Road Cypress Dome	Preserve Location Map # 11
Banyan Trails Parcel "F"	Preserve Location Map # 12
Cypress Lake Preserve	Preserve Location Map # 13
Lauren's Turn Preserve	Preserve Location Map # 14
Whispering Pines Greenway	Preserve Location Map # 15
Lake Julie Island	Preserve Location Map # 16
Future Equestrian Park	Preserve Location Map # 17
Goldenraintree Park	Preserve Location Map # 18
Pond Apple Park	Preserve Location Map # 19

This material is made available by the City as information only and is furnished solely for the convenience of Proposers. The City does not warrant or guarantee the accuracy or correctness of this material with respect to actual preserve or preserve site conditions.

#### 1.4 Maintenance Tasks Required for All Nineteen (19) Preserve Sites

- a) Continued survival of planted vegetation and desirable recruited species, and eradication and control exotic and nuisance vegetation species are the maintenance goals for all preserve sites.
- b) Exotic and nuisance species shall be eradicated from all habitats within the preserve sites. Acceptable methods of eradication are defined in Sections 3.1 (Eradication and Control of Exotic/Nuisance Vegetation) and 3.2 (Use of Herbicides).

##### **Common Name**

Australian Pine  
Brazilian Pepper  
Cattail  
Melaleuca  
Primrose Willow  
Torpedo Grass  
Poisonwood  
Virginia Creeper  
Wedelia  
White Vine  
Pothos  
Philodendron  
Arrowhead Vine  
Aglaonema  
Monstera  
Morning Glory Vine  
Rosary Pea

##### **Scientific Name**

Casuarina equisetifolia  
Schinus terebinthifolius  
Typha spp.  
Melaleuca quinquenervia  
Ludwigia spp.  
Panicum repens  
Metopium toxiferum  
Parthenocissus quinquefolia  
Wedelia trilobata  
Sarcostemma clausum  
Epipremnum pinnatum 'Aureum'  
Philodendron spp.  
Syngonium spp.  
Aglaonema spp.  
Monstera deliciosa  
Ipomoea spp.  
Abrus precatorius

Jasmine	Jasminum spp.
Air Potato	Dioscorea bulbifera
Schefflera	Schefflera actinophylla
Surinam Cherry	Eugenia uniflora
Bischofia	Bischofia javanica
Poison Ivy	Toxicodendron radicans
Grape Vine	Vitis spp.
Pepper Vine	Ampelopsis arborea
Caesar-weed	Urena lobata
Ragweed	Ambrosia artemisiifolia
Castor Bean	Ricinus communis
Ficus Nitida	Ficus retusa
Lead Tree	Leucaena leucocephala
Dog Fennel	Eupatorium capillifolium
Balsam Apple	Momordica charantia
Carrotwood	Cupaniopsis anacardioides
Nutsedge	Cyperus spp.
Crowfootgrass	Dactyloctenium aegyptium
Catclaw Mimosa	Mimosa pigra
Shoebuttan Ardisia	Ardisia spp.
Nightshade	Solanum spp.
Coral Vine	Antigonon leptopus
Buttonweed	Diodia virginiana
Thistle	Cirsium spp.
Tasselflower	Emilia fosbergii
Sickle Pod	Senna spp.
Beggarticks	Bidens spp.
Matchweed	Phyla nodiflora
Knotroot Foxtail	Setaria spp.
Camphorweed	Pluchea odorata
Broom Sedge	Andropogon glomeratus
Spanish Needles	Bidens bipinnata
Fleabane	Erigeron spp.
Cowpea	Vigna luteola
Jimsonweed	Datura stramonium
Greenbriar	Smilax spp.
Earleaf Acacia	Acacia auriculiformis
Sansevieria	Sansevieria trifasciata
Florida Pellitory	Parietaria floridana
Dollarweed	Hydrocotyle spp.
Whitehead Broom	Spermacoce verticillata
Spurge	Chamaesyce spp.

- c) Upon notification by the City, the Contractor shall eradicate and control any other vegetation that may occur as nuisance species in the preserve sites, as determined by the City.

- d) The Contractor shall leave in place certain undesirable vegetation within select preserve sites to maintain a visual screen or for aesthetic purposes, as directed by the City, until the City decides otherwise. Should the City determine that these exotics need to be removed at any time during the contract period; the Contractor shall remove said material at no additional cost to the City. Contractor shall incorporate the cost of this potential future removal into this proposal.
- e) The City may instruct the Contractor to fertilize, water, or prune planted trees if the City determines such tree care measures are necessary to maintain tree health and vigor.
- f) Fence lines bordering the preserve sites shall be cleared by the Contractor of all vegetation in a five (5) foot wide area running along the preserve side of the fence. The City, at its own discretion, may determine that some native or beneficial vegetation shall remain. Additionally, any undesirable vegetation which encroaches on private property from the preserve side of the fence, regardless of location within the preserve, shall either be removed or maintained as determined by the City in order to avoid this problem. Clearing and maintenance of fence line areas shall occur at least two (2) times per year with one clearing event occurring during late May/early June, and the second occurring between the late October/early November.

All trash, litter, debris, trimmings, and hand pulled or cut undesirable vegetation, regardless of origin shall be removed from the preserve sites and disposed of off-site by the Contractor during each maintenance visit as part of this contract.

Vines shall be removed from planted and desirable vegetation on a continuing basis.

At no time shall preserve maintenance activities encroach on private properties as they exist adjacent to preserve site boundaries as listed in this contract document. This includes preserve sites being developed and maintained by others. Under certain circumstances the City and /or County may grant access to preserve sites but requests for such access must be submitted to the applicable party(s) in writing prior to commencement of maintenance activities. No work shall commence within or through these areas without the approval of the City, County, and/or private property owners as applicable. The City will not accept responsibility for unauthorized trespass or encroachment.

### **1.5 Maintenance Inspection and Acceptance**

- a) The Public Works Director or designee shall make a final inspection of the preserve sites associated with this contract. Any work found unacceptable and requiring corrective action will be noted.
- b) The Contractor will be responsible for correcting any deficient or unacceptable work within thirty (30) calendar days following performance of any deficient or unacceptable work performed under this contract, as determined by the City.
- c) After inspection and acceptance of all preserve areas by the City, and after the Contractor has taken all necessary steps to meet the contract

requirements, the City shall approve and accept in writing the maintenance activities.

- d) The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Director of Public Works nor shall the presence of an inspector relieve the Contractor from any requirements of the Contract.
- e) The Public Works Director or designee will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined will result in payment withholding until compliance is received and approval granted.
- f) The Contractor shall be solely responsible for obtaining, and shall pay all costs in connection with any additional work areas, storage sites, access to sites, or temporary right-of-way considered necessary by the Contractor for proper completion of the work. This includes the methods, materials and maintenance necessary to ensure the survival and subsequent establishment of newly installed plant material.
- g) For reasons of sanitation and safety, no materials except as specified in Section 3 (Preserve Site Maintenance) and Section 4 (Preserve Site Planting) may be left on the site.
- h) It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

#### **1.6 Schedule of Work**

Maintenance of each preserve site shall be performed every other month (6 times per year).

#### **1.7 Appropriate Date/Time Frame**

The Contractor shall correct any inadequate or improper maintenance work within thirty (30) calendar days after it becomes apparent and/or is brought to the attention of the Contractor by the City.

The Contractor shall provide the City with a written schedule of planned maintenance in advance of the first day of every month. Additionally, the Contractor shall notify the Public Works Director or designee at least three (3) days prior to the arrival of the crews to perform the work.

#### **1.8 Damage to Planted and Desirable Recruited Vegetation**

The Contractor shall compensate the City for any damage to or death of planted and desirable recruited vegetation caused by application of herbicides or any other detrimental action by the Contractor, at the sole discretion of the City.

**1.9 Replanting**

The Contractor shall replant (at Contractor's expense) in the case of plant death caused by the Contractor within the preserve sites, at the sole discretion of the City.

The Contractor shall replant portions of the preserve sites if requested by the City, at the City's discretion and expense.

All replanting shall be done according to Item 4.3 (Plants required).

**1.10 Planting Inspection and Acceptance**

The Public Works Director or designee shall inspect the preserve sites following any planting by the Contractor. The Public Works Director or designee shall verify conformance to the contract specifications and determine if planting specifications have been met. The Public Works Director or designee will assess quantity and quality of each installed species and evaluate placement of each species in relation to water and substrate conditions. Upon satisfactory inspection by the City, the work shall be deemed acceptable by the Public Works Director or designee and they shall certify the same in writing to the Contractor.

**1.11 Pre-Work Conference, Progress Schedule**

Prior to commencement of maintenance services for all sites, a conference will be held to review the Contractor's schedule, proposed sequence of work and proposed maintenance methods, to establish procedures for handling Contractor requests and City approvals and to establish a working understanding between the parties as to the project. Present at the conference, in addition to the Contractor, will be the City's Public Works Director or designee.

The Contractor shall submit to the City a maintenance schedule showing chronologically all operations contemplated and necessary for the successful completion of the work within the agreed contract time. The schedule shall include a description of the maintenance methods proposed and a detailed sequence of work. This schedule shall be updated at least annually on or about November 1.

**2. Site Descriptions****2.1 Copans Road Preserve****Location**

This site is located in Broward County at 4100 Copans Road in the City of Coconut Creek, north of Coconut Creek Parkway, south of Copans Road, east of Lyons Road, and west of the Florida Turnpike, as shown on accompanying Preserve Location Map #1, in section 29, Township 48, Range 42, and shown on page 29 of plat book 103 as Tract P-1.

**Size**

This site comprises approximately 5.0 acres. Preserve Location Map (Preserve Map #1) illustrates the preserve boundaries.

**Access To Site**

This site may be accessed by foot along the north boundary, and by boat along the south and west boundaries. Boats may only be launched and retrieved at the northwest corner of the site near the existing pump station. No formal launch facilities exist at this site.



### **General Site Conditions**

The tree canopy provides consistent cover throughout and consists primarily of Cypress (*Taxodium spp.*). A limited number of Sabal Palms (*Sabal palmetto*) and Stangler Fig (*Ficus aurea*) are also present. Soil conditions are primarily moist, with the eastern half of the preserve being slightly wetter.

### **Specific Maintenance Comments**

Undesirable vegetation within the site may include Brazilian Pepper, Grape Vine, Air Potato, Syngonium, Bischofia, Earleaf Acacia, Virginia Creeper, and a variety of herbaceous weeds. The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground. Extreme care must be taken to avoid encroachment or trespass upon all private property adjacent to the eastern boundaries of the preserve.

## **2.2 Cypress Park Preserve**

### **Location**

This site is located in Broward County at 2465 N.W. 49<sup>th</sup> Terrace in the City of Coconut Creek, north of Copans Road, south of Sample Road, west of Lyons Road, adjacent to the western boundary of the City, within the boundaries of Cypress Park, as shown on accompanying Preserve Location Map #2, in Section 19, Township 48, Range 42, and shown on page 29 of plat book 103 as Tract P-6.

### **Size**

This site comprises approximately 7.6 total acres. Preserve Location Map #2 illustrates the preserve boundaries.

### **Access to Site**

All sites may be accessed by foot within the park boundaries. The site may also be accessed by boat along the northeastern, northern, and western boundaries. Boats may only be launched and retrieved at the southern half of the western park boundary bordering the canal. No formal launch facilities exist at this site. Disruption of park activities must be minimal.

### **General Site Conditions**

The tree canopy alternates between consistent cover and large open areas. The dominant tree canopy species are evenly split between Cypress (*Taxodium spp.*) and Ficus (*Ficus spp.*). Sabal Palm (*Sabal palmetto*) and Red Maple (*Acer rubrum*) are also present to a much lesser degree. Soil conditions are primarily wet to saturated, but some dry to moist areas are also present.

### **Specific Maintenance Comments**

Undesirable vegetation includes Brazilian Pepper, Morning Glory Vine, Virginia Creeper, Grape Vine, Syngonium, Bischofia, and a variety of herbaceous weeds. The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground.

## 2.3 Cypress Walk Preserve

### Location

The site is located in Broward County at 4243 NW 66th Street in the City of Coconut Creek north of the Sawgrass Expressway, south of Johnson Road, east of Lyons Road and west of the Florida Turnpike as shown on Preserve Location Map #3. The property is further identified as Winston Park Section Three 147-42 B Lots 17-22 Blk 8.

### Size

This site comprises approximately 1.25 total acres. Preserve Location Map #3 illustrates the preserve boundaries.

### Access to Site

The site is accessible by foot along NW 66th Street. Care should be taken not to encroach on private property located on the eastern and western borders of the site and also to note that the site abuts another preserve area to the north that is managed by others.

### General Site Conditions

The tree canopy is dense throughout the site. The dominant tree canopy species are evenly split between Cypress (*Taxodium spp.*) and Ficus (*Ficus spp.*). Sabal Palm (*Sabal palmetto*) and Red Maple (*Acer rubrum*) are also present to a much lesser degree. Soil conditions are primarily wet to saturated but some dry to moist areas are also present.

### Specific Maintenance Comments

Undesirable vegetation consists primarily of a variety of herbaceous weeds and grasses along with small areas of syngonium and pothos in the form of vines climbing the trees. The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground.

## 2.4 Recreation Complex Preserve

### Location

This site is located in Broward County at 4455 Sol Press Boulevard in the City of Coconut Creek, north of the Sawgrass Expressway, south of Hillsboro Boulevard, east of Lyons Road, west of the Florida Turnpike, within the boundaries of the Recreation Complex as shown on accompanying Preserve Location Map # 4, in Section 5, Township 48, Range 42, and shown on page 42 of plat book 147 as Tract B-1.

### Size

This site comprises approximately 4.25 acres. Preserve Location Map #4 illustrates the preserve boundaries.

### Access to Site

This site may be accessed by foot along the northwestern, western, and southern boundaries. This is a high use facility, frequently utilized by young children. Disruption of Recreation Complex activities in this area must be minimal. The City must each be notified at least one (1) week prior to commencement of maintenance work in this preserve.

### **General Site Conditions**

The tree canopy provides intermittent coverage, exposing several areas within the preserve to direct sunlight. Cypress (*Taxodium spp.*), Strangler Fig (*Ficus aurea*), and Sabal Palm (*Sabal palmetto*) are the dominant tree species. A few Slash Pines (*Pinus elliotii*) are also present at the southeastern boundary. Soil conditions range from dry to moist.

### **Specific Maintenance Comments**

Undesirable vegetation within the site includes Brazilian Pepper, Shoebuttton Ardisia, Grape Vine, Virginia Creeper, Balsam Apple, Potato Vine, Poison Ivy, Bischofia, Australian Pine, Nightshade, Morning Glory Vine, Wedelia, and a variety of herbaceous weeds. The site has been under routine maintenance for over two years and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground.

## **2.5 Sabal Pines Preserve**

### **Location**

This site is located in Broward County at 5005 N.W. 39<sup>th</sup> Avenue in the City of Coconut Creek, north of Sample Road, south of the Sawgrass Expressway, east of Lyons Road, west of the Florida Turnpike, within the boundaries of Sabal Pines Park as shown on accompanying Preserve Location Map # 5, in Section 8, Township 48, Range 42, and shown on page 3 of plat book 154 as Parcel E.

### **Size**

This site comprises approximately 12.8 total acres. Preserve Location Map # 5 illustrates the preserve boundaries. This preserve consists of five (5) separate areas within the southeastern portion of Sabal Pines Park which shall be referred to as "Site A", "Site B", "Site C", and "Site D", as labeled on accompanying Preserve Location Map # 5.

### **Access to Site**

All sites may be accessed by foot from within the park boundaries. Vehicle access is restricted to roads and parking areas within park boundaries. Public access to various facilities along roads adjacent to or in close proximity to preserve areas shall not be blocked during maintenance operations. The City shall be notified at least one (1) week prior to commencement of maintenance activities in any of the Sabal Pines Park preserve sites. Disruption of park activities shall be kept to a minimum.

### **General Site Conditions**

**Site A:** This area consists of over six acres of pine flatwoods where the dominant tree canopy is a mix of Slash Pine (*Pinus elliotii*), Cypress (*Taxodium spp.*), and Sabal Palm (*Sabal palmetto*). Some Strangler Fig (*Ficus aurea*) and Wax Myrtle (*Myrica cerifera*) are currently present on this site. Soil conditions in this site are generally dry.

**Site B:** This area consists of nearly two acres of created wetlands with a boardwalk for public access. With the exception of some Willow (*Salix spp.*) recruitment along the shoreline there is little to no tree canopy coverage here. Common native wetland plants such as pickerelweed (*Pontederia cordata*) and alligator flag (*Thalia geniculata*) occur throughout this area. Soil conditions in this site range from moist to flooded.

**Site C:** This area consists of over an acre of pine flatwood/cypress swamp community. The tree canopy in this site is heaviest within the eastern half of the site and consists primarily of Slash Pine (*Pinus elliottii*). Some Cypress (*Taxodium spp.*), Strangler Fig (*Ficus aurea*), and Sabal Palm (*Sabal palmetto*) are present as well. No Slash Pine is present in the western half. Overall tree canopy coverage in Site C is light and soil conditions are dry.

**Site D:** This area consists of two pockets of cypress swamp comprising nearly two acres. Tree canopy in these areas is dominated by Cypress (*Taxodium spp.*). Some Willow (*Salix spp.*), Strangler Fig (*Ficus aurea*), redbay (*Persea borbonia*) Pond Apple (*Annona glabra*) and Sabal Palm (*Sabal palmetto*) are also present. Soil conditions in this site range from moist to flooded.

#### **Specific Maintenance Comments**

Undesirable vegetation to be removed and eradicated in all sites includes Poison Ivy, Virginia Creeper, Grape Vine, Brazilian Pepper, Morning Glory Vine, Wild Cassia, Australian Pine, Melaleuca, Dogfennel, Ragweed, Ceasarweed, and various herbaceous weed species. There will be a focus here to control vine growth, both native and exotic, on the native trees. The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground. Extreme care shall be exercised during maintenance activities to protect desirable emerging vegetation including Slash Pine, Cypress, and Sabal Palm in all sites.

## **2.6 Township Estates Preserve**

#### **Location**

This site is located in Broward County in the City of Coconut Creek, north of Coconut Creek Parkway, south of Copans Road, east of Lyons Road, west of the Florida Turnpike, within the boundaries of Township Estates Park, as shown on accompanying Preserve Location Map # 6, in Section 29, Township 48, Range 42, and shown on page 29 of plat book 103 as Tract LP-1.

#### **Size**

This site comprises approximately 1.25 acres. Preserve Location Map # 6 illustrates the preserve boundaries.

#### **Access to Site**

This site may be accessed by foot along the northern and southernmost boundaries, and by boat along the eastern boundary. Boats may only be launched and retrieved along the canal bordering the eastern and southernmost boundaries of the park. No formal launch facilities are available at this site.

#### **General Site Conditions**

The tree canopy provides consistent cover throughout and consists primarily of Cypress (*Taxodium spp.*). A limited amount of Sabal Palms (*Sabal palmetto*), Stangler Fig (*Ficus aurea*), and Slash Pine (*Pinus elliottii*) are also present. Soil conditions range from dry to moist.

#### **Specific Maintenance Comments**

Undesirable vegetation within the site includes Brazilian Pepper, Virginia Creeper, Air Potato, Syngonium, GrapeVine, Pothos, Monstera, Poison Ivy, Castor Bean, and a variety of herbaceous weeds. The site has been under routine maintenance and

exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground. Plant discards from adjacent properties are contributing to the infestation along the western perimeter. Elevated irrigation control tubing runs along this boundary as well, and care must be exercised to avoid damaging the tubing. Extreme care must be taken to avoid encroachment or trespass upon all private property adjacent to the western and northernmost southern boundaries of the preserve.

## 2.7 Veterans Park Preserve

### Location

This site is located in Broward County in the City of Coconut Creek, north of Copans Road, south of Sample Road, east of Lyons Road, west of the Florida Turnpike adjacent to the southern boundary of Veterans Park as shown on accompanying Preserve Location Map # 7 in Section 19, Township 48, Range 42, and shown on page 12 of plat book 109 as Tract P-2.

### Size

This site comprises approximately 2.5 acres of cypress swamp. Preserve Location Map # 7 illustrates the preserve boundaries.

### Access to Site

This site may be accessed by foot along the northern and western boundaries. Boat access, if possible, shall be through the northern boundaries of the preserve. No formal launch facilities exist at this site. Maintenance vehicles parked along Lyons Road while accessing the preserve from the west shall not block the sidewalk adjacent to Lyons road. Maintenance vehicles shall not block N.W. 35<sup>th</sup> Street during maintenance operations along the northern area of the preserve, but may park in the Veterans Park parking lot on the north side of 35<sup>th</sup> Street. Disruption of park activities shall be kept to a minimum.

### General Site Conditions

The tree canopy consists of a mix of Cypress (*Taxodium spp.*) and Strangler Fig (*Ficus aurea*). Soil conditions are moist to wet. The eastern half of the preserve is deep water.

### Specific Maintenance Comments

Undesirable vegetation within the site includes some Brazilian Pepper, Bischofia and Morning Glory Vine. The site has been under routine maintenance and exotic vegetation coverage is moderate due to selective invasive trees, primarily Brazilian pepper, being left along the lakeshore to provide screening between Lyons Road and the adjacent residents. The City wishes to begin removing these exotics along the shoreline through this contract and replacing said material with native plantings. The removal would be done during each maintenance visit and would likely consist of removing one tree during each visit and planting native trees as replacement until all exotics are removed. The Contractor shall incorporate all costs for the removal and disposal of this material into this proposal. Extreme care shall be taken to avoid encroachment or trespass upon all private property adjacent to the eastern and southern boundaries of the preserve.

## 2.8 Windmill Park Preserve

### Location

This site is located in Broward County at 700 Lyons Road in the City of Coconut Creek, north of Atlantic Boulevard, south of Coconut Creek Parkway, east of Lyons Road, west of the Florida Turnpike, within the boundaries of Windmill Park as shown on accompanying Preserve Location Map # 8, in Section 31, Township 48, Range 42. Sites A, B, and C are shown on page 27 of plat book 132 as Parcel 1 and on page 48 of plat book 147 as Parcel B.

### Size

This site comprises approximately 6.7 total acres. Preserve Location Map # 8 illustrates the preserve boundaries.

### Access to Site

All sites may be accessed by foot within the park boundaries. Site A may be accessed by boat or walking from shore. Boats may be launched and retrieved at any point along the northern, eastern, or western sides of the Windmill Park Lake as long as these actions do not disrupt park activities. No formal launch facilities exist at the lake. Sites A and B can be accessed by vehicle within the park boundaries. Maintenance vehicles may park at various points along the western boundary of Site C adjacent to Lyons Road, but shall not block the sidewalk located in this area. Sites A and B are located in high use areas of the park. Disruption of park activities shall be kept to a minimum.

### General Site Conditions

Site A consists of three "islands" immediately adjacent to the shore of the lake with two occurring on the north end and one on the south end of the lake. The tree canopy for Site A is a dense mix of Cypress (*Taxodium spp.*), Pond Apple (*Annona glabra*), and Wax Myrtle (*Myrica cerifera*). Soil conditions range from moist to flooded. The tree canopy in Site B is a mix of Slash Pine (*Pinus elliottii*), Ficus (*Ficus spp.*), Wax Myrtle, and Sabal Palm (*Sabal palmetto*). The tree canopy in Site C contains a wide range of tree species providing varying levels of coverage. Predominant desirable species include Cypress, Red Maple (*Acer rubrum*), Pond Apple, Gumbo Limbo (*Bursera simaruba*), Pigeon Plum (*Coccoloba diversifolia*), Wax Myrtle, and Mahogany (*Swietenia mahagoni*). Soil conditions range from dry around the entire Site C perimeter to flooded areas surrounding a hammock located in the center of the site. Soil in this area is moist to saturated.

### Specific Maintenance Comments

Sites A and B are relatively free of undesirable vegetation other than low growing herbaceous weeds and occasional seedlings. Colonization of Firebush (*Hamelia patens*), Oak (*Quercus spp.*), and Wax myrtle is occurring in Site B. Care must be taken to protect these and other desirable plant species as they emerge. Site C is heavily infested with Brazilian Pepper along the northern two-thirds of the eastern boundary. Other undesirable vegetation within this area includes Australian Pine, Schefflera, Leadtree, Bischofia, Grape Vine, Virginia Creeper, Balsam Apple, Syngonium, Dogfennel, Ragweed, Ceasarweed, Spurge, Wedelia, Beggarticks, and various species of herbaceous weeds. Debris from adjacent properties along the eastern preserve boundary is present and shall be removed by the Contractor. Brazilian Pepper and other undesirable vegetation shall be removed as necessary to clear an area from the eastern preserve boundary to the west, resulting in a cleared fifteen (15) foot strip of land running north to south along the northern two-

thirds of the eastern boundary. The remaining Brazilian Pepper will be retained as a visual screen until the City decides otherwise. Pricing given should include the possibility in the future of some or all of the existing Brazillian pepper and other exotics being removed. All other undesirable vegetation located in and around areas of retained Brazilian Pepper and Australian Pine shall be removed. Other areas within Site C have low to moderate infestations of undesirable vegetation that consists primarily of herbaceous weeds. The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground and areas intentionally retaining exotic for screening purposes.

## 2.9 Winston Park Preserve

### Location

This site is located in Broward County at 5201 N.W. 49<sup>th</sup> Avenue in the City of Coconut Creek, north of Wiles Road, south of the Sawgrass Expressway, east of State Road 7, west of Lyons Road, within the boundaries of Winston Park Nature Center as shown on accompanying Preserve Location Map # 9, in Section 7, Township 48, Range 42. page 24 of plat book 131 as Tract P and on page 19 of plat book 160 as Tract J. The site encompasses the southern 220 foot portion of Tract 65 Block 86 of the Palm Beach Farms Company Plat No. 3 and is shown on pages 45-54 of plat book 2 of the Palm Beach County records. The northern two-thirds of Tract 65 was renamed The Conway Plat with boundaries included on page 43 of plat book 155.

### Size

This site comprises approximately 25.9 total acres. Project Location Map # 9 illustrates the preserve boundary.

### Access to Site

All sites may be accessed by foot from within the park boundaries. Additional foot access is possible along the northern boundary adjacent to Winston Park Boulevard, and the southern boundary adjacent to Hilton Road. Boat access to the site is possible from Winston Park Boulevard by launch and retrieval from the north end of the canal running adjacent to the western boundary of the site. No formal launch facilities exist at this site. Maintenance vehicles parked along Winston Park Boulevard while accessing the preserve from the north shall not block the sidewalk adjacent to the boulevard. Vehicular access to the preserve is currently limited to existing roads and parking facilities located within the park. The northeastern area of the park is a high use area. Disruption of park activities shall be kept to a minimum.

### General Site Conditions

The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground. **(North)** The north half of this site serves as a landscape buffer containing a mix of young Live Oaks (*Quercus virginiana*), Slash Pine (*Pinus elliottii*), Wax Myrtle (*Myrica cerifera*), and Satin Leaf (*Chrysophyllum oliviforme*). The soil conditions are elevated and dry. The tree canopy slightly to the south consists primarily of Cypress (*Taxodium spp.*) and Strangler Fig (*Ficus aurea*). Soil conditions here range from dry to moist. **(Central)** The tree canopy coverage varies. The northern section is generally open, containing a newly planted wetland area. Notable canopy coverage exists primarily along the western boundary and

consists of Cypress and some Strangler Fig. Soil conditions in this area range from dry around the perimeter to moderately wet in the center. The central and south central areas have a heavy Cypress canopy to the west. The eastern and southern areas of this portion are newly planted and no tree canopy has yet developed. Some Strangler Fig and a few Slash Pines are present in this area. Soil conditions in the central areas are dry to moist. **(South)** The tree canopy is heavy throughout the site and consists primarily of Cypress. Some Strangler fig is present as well. Soil conditions are consistently moist.

### **Specific Maintenance Comments**

Undesirable vegetation to be removed and eradicated in the preserve includes but not limited to Brazilian Pepper, Bischofia, Leadtree, Primrose Willow, Nightshade, Grape Vine, Virginia Creeper, Air Potato, Ragweed, and a variety of herbaceous weeds. The primary invasive exotic that remains in significant numbers is Air Potato and while the coverage has been significantly reduced it remains an ongoing issue in the preserve. The Contactor shall be responsible for collecting the potatoes from the site and either disposing of them or spraying the pile to ensure sprouting does not occur. Additionally, there are small amounts of colonizing landscape plants which have escaped from adjoining property to the east such as Pothos, Monstera, Syngonium, and Alocasia.

## **2.10 74th Street Passive Park Preserve**

### **Location**

The site is located on the south side of NW 74th Street between NW 39th Avenue and Lyons Road north of Hillsboro Boulevard in the City of Coconut Creek. The boundaries are shown in Preserve Location Map # 10 in Section 32, Township 47, Range 42. The site is further identified as Palm Beach Farms 2-53 PB Tract 43 Blk 83.

### **Size**

The entire site is five (5) acres in size with approximately 2.5 acres being preserve and the remainder being an open field which is maintained by others. Preserve Location Map # 10 denotes the preserve boundaries.

### **Access to Site**

The site is accessible by vehicle or foot from the swale of NW 74th Street. Contractor shall make sure their vehicle is completely off the road while conducting maintenance.

### **General Site Conditions**

As mentioned ½ of the site is an open field which is not part of this contract. The remaining area consists of a remnant pine flatwood community that has been enhanced with plantings. Common tree species include live oak (*Quercus virginiana*), slash pine (*Pinus elliotii var. densa*), sabal palm (*Sabal palmetto*), strangler fig (*Ficus aurea*), Florida trema (*Trema lamarkianum*) and winged sumac (*Rhus copallinum*). Understory is comprised of saw palmetto (*Serenoa repens*), myrsine (*Rapanea punctata*), shiny leaf coffee (*Psychotria nervosa*), firebush (*Hamelia patens*), wax myrtle (*Myrica cerifera*), cocoplum (*Chrysobalanus icacco*) and beautyberry (*Callicarpa americana*).



### **Specific Maintenance Comments**

The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground. Common exotics, primarily seedlings, on the site include Brazillian pepper, Australian pine, lead tree and various herbacious weeds.

## **2.11 Wiles Road Cypress Dome**

### **Location**

The site is located on the south side of Wiles Road between Lyons Road and NW 39th Avenue in the City of Coconut Creek. The boundaries are shown in Preserve Location Map # 11 in Section 17, Township 48, Range 42. The site is further identified as Palm Beach Farms 2-54 PB Portion of Block 88 as described in OR 49412/338. A portion of the site is also identified as Banyan Trails 154-3 B, Parcel B.

### **Size**

The entire site is approximately nineteen and one-half (19.5) acres in size. Preserve Location Map # 11 denotes the preserve boundaries.

### **Access to Site**

The site is accessible by vehicle or foot from the swale of Wiles Road or the swale on Vinkemulder Road. Contractor shall make sure their vehicle is completely off the road while conducting maintenance.

### **General Site Conditions**

This area consists of a cypress swamp primarily consisting of a canopy of cypress trees (*Taxodium spp.*) with surrounding areas containing pine flatwoods where the dominant tree canopy is a mix of slash pine (*Pinus elliotii*) and sabal palm (*Sabal palmetto*). Some Strangler Fig (*Ficus aurea*) and Wax Myrtle (*Myrica cerifera*) are currently present on this site. Soil conditions range from inundated to dry.

### **Specific Maintenance Comments**

The site has been under routine maintenance for approximately one year and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground. Common exotics, primarily seedlings, on the site include Brazillian pepper, Australian pine, lead tree and various herbaceous weeds.

## **2.12 Banyan Trails Parcel "F"**

### **Location**

The site is located north of Wiles Road between the Florida Turnpike and NW 39th Avenue in the City of Coconut Creek. The boundaries are shown in Preserve Location Map # 12 in Section 08, Township 48, Range 42. The site is further identified as Banyan Trails 154-3B Parcel "F".

### **Size**

The entire site is approximately 8.4 acres in size. Preserve Location Map # 12 denotes the preserve boundaries.

**Access to Site**

The site is accessible by vehicle or foot from the swale of Cocolake Drive. Contractor shall make sure their vehicle is completely off the road while conducting maintenance.

**General Site Conditions**

This area consists of a cypress swamp primarily consisting of a canopy of cypress trees (*Taxodium spp.*) with surrounding areas containing open wetland areas. Soil conditions are generally moist to wet.

**Specific Maintenance Comments**

The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground. Common exotics, primarily seedlings, on the site include Brazillian pepper, Australian pine, lead tree and various herbaceous weeds.

**2.13 Cypress Lake Preserve****Location**

The site is located on the north side of Winston Park Boulevard and west of Lyons Road in the City of Coconut Creek. The boundaries are shown in Preserve Location Map # 13 in Section 07, Township 48, Range 42. The site is further identified as Winston Park Section One 131-23 B Tract G.

**Size**

The entire site is approximately 4.5 acres in size. Preserve Location Map # 13 denotes the preserve boundaries.

**Access to Site**

The site is accessible by vehicle or foot from the swale of Winston Park Boulevard. Contractor shall make sure their vehicle is completely off the road while conducting maintenance.

**General Site Conditions**

This area consists of a cypress swamp primarily consisting of a canopy of cypress trees (*Taxodium spp.*) with surrounding areas containing pockets of pine flatwoods with a canopy of slash pine (*Pinus elliotii*). Soil conditions are generally moist to dry.

**Specific Maintenance Comments**

The site has been under routine maintenance and exotic vegetation coverage should be minimal with the exception of reoccurring seedlings from the residual seed bank on the ground. Common exotics, primarily seedlings, on the site include Brazillian pepper and various herbaceous weeds.

**2.14 Lauren's Turn Preserve****Location**

The site is located on the north side of Winston Park Boulevard west of Lyons Road and east of State Road 7 in the City of Coconut Creek. The site is located in a residential community with access located between two houses (5423 NW 54<sup>th</sup> Drive and 5413 NW 54<sup>th</sup> Drive). The boundaries are shown in Preserve Location Map #

14 in Section 07, Township 48, Range 42. The site is further identified as Winston Park Section One 131-23 B.

**Size**

The entire site is approximately 0.4 acres in size. Preserve Location Map # 14 denotes the preserve boundaries.

**Access to Site**

The site is accessible by vehicle or foot from the cul-de-sac of NW 54<sup>th</sup> Drive. Contractor shall make sure their vehicle is not blocking any driveways while conducting maintenance.

**General Site Conditions**

This area consists of a cypress swamp primarily consisting of a canopy of cypress trees (*Taxodium spp.*) with some strangler fig (*Ficus aurea*). Soil conditions are generally moist.

**Specific Maintenance Comments**

The site was recently given to the City by the County and has maintenance has just recently started. Some exotics such as Brazilian pepper, carrotwood and pothos exist in the site and will need to be brought under control.

**2.15 Whispering Pines Greenway**

**Location**

The site is located north of Sample Road and east of Lyons Road between a FPL transmission line easement and residential properties in the City of Coconut Creek. The boundaries are shown in Preserve Location Map # 15 in Section 17, Township 48, Range 42. The site is further identified as Foxford Trails 174-162 B Parcel B.

**Size**

The entire site is approximately 0.5 acres in size. Preserve Location Map # 15 denotes the preserve boundaries.

**Access to Site**

The site is accessible by vehicle or foot from the community of Whispering Trails through the FPL transmission line corridor.

**General Site Conditions**

This area consists of planted native understory and sabal palms. Soil conditions are generally dry.

**Specific Maintenance Comments**

The site has had minimal maintenance and invasive exotics such as Brazilian pepper continue to be an issue. Contractor will be expected to improve the conditions at this site with regard to the level of invasive exotic species coverage.

**2.16 Lake Julie Island**

**Location**

The site consists of a man-made island located south of Coconut Creek Parkway and east of NW 45<sup>th</sup> Avenue within a residential neighborhood in the City of Coconut

Creek. The boundaries are shown in Preserve Location Map # 16 in Section 32, Township 48, Range 42. The site is further identified as Edgefield 1<sup>st</sup> Sec 49-31 B.

**Size**

The entire site is approximately 0.15 acres in size. Preserve Location Map # 16 denotes the preserve boundaries.

**Access to Site**

The site is accessible by boat which can be launched from the City's Donaldson Park located just south of the island.

**General Site Conditions**

This area consists of planted native understory and native trees. Soil conditions are generally dry.

**Specific Maintenance Comments**

The site has had minimal maintenance and exotics consist primarily of herbaceous weeds and some trees from seeds brought by birds. The City reserves the right to go out to the island with the Contractor during maintenance to conduct an inspection.

**2.17 Future Equestrian Park**

**Location**

The site consists of a 0.75 acre dry retention ditch along the eastern and northern borders of a vacant cleared City owned five (5) acre parcel. The property is located south of Wiles Road and just west of NW 39<sup>th</sup> Avenue at the end of NW 43<sup>rd</sup> Street. The boundaries are shown in Preserve Location Map # 17. The folio number for the parcel is 484217010210.

**Size**

The area to be maintained is approximately 0.75 acres in size. Preserve Location Map # 17 denotes the preserve boundaries.

**Access to Site**

The site is accessible by vehicle.

**General Site Conditions**

This area consists of a vacant five (5) acre parcel that is mowed and maintained by others with the exception of the 0.75 acre area bordering the eastern and northern portions of the site which contains a dry retention ditch and disturbed areas on either side of the ditch which promote the growth of Category I & II invasive plants. The ditch holds water for short periods of time during the rainy season.

**Specific Maintenance Comments**

The site has moderate amounts of exotic and nuisance plants as well as some Brazilian pepper of which most is located on the adjacent property owner's property to the north. Control will consist of broadcast spraying of the ditch and banks to keep exotics and other nuisance plants from establishing. Some control or trimming of the existing Brazilian pepper may be necessary as part of this maintenance.

## 2.18 Golden Raintree Park

### Location

The site consists of a 2.10 acre passive park containing mowed St. Augustine grass areas and numerous cypress trees with a small area containing native understory. The property is located just south of Copans Road on the east side of Lyons Road across from the Coconut Creek Government Center. The boundaries are shown in Preserve Location Map # 18. The folio number for the parcel is 484219082180.

### Size

The area to be maintained is approximately 2.10 acres in size however the majority of the site contains no understory with mowed St. Augustine grass. Preserve Location Map # 18 denotes the preserve boundaries.

### Access to Site

The site is accessible by vehicle and foot.

### General Site Conditions

This area consists of a 2.10 acre partially forested parcel with the grass areas being maintained by others. There is minimal exotics present with the primary nuisance being both native and exotic vines.

### Specific Maintenance Comments

The site has minimal amounts of exotic and nuisance plants as well as some Brazilian pepper of which most is located on the adjacent property owner's property to the north. Control will generally consist of keeping exotics from establishing, killing existing exotic species and vine control to include cutting vines from trees and treating them to ensure that they do not re-grow. Some control or trimming of the existing Brazilian pepper may be necessary as part of this maintenance.

## 2.19 Pond Apple Park

### Location

The site consists of a 2.5 acre passive park containing mowed St. Augustine grass areas and numerous cypress trees. The property is located just south of Copans Road and just east of Lyons Road at 4400 NW 22<sup>nd</sup> Road. The boundaries are shown in Preserve Location Map # 19. The folio number for the parcel is 484219082190.

### Size

The area to be maintained is approximately 2.5 acres in size however the site contains no understory with mowed St. Augustine grass. Preserve Location Map # 19 denotes the preserve boundaries.

### Access to Site

The site is accessible by vehicle and foot.

### General Site Conditions

This area consists of a 2.5 acre partially forested parcel with the grass areas being maintained by others. There is minimal exotics present with the primary nuisance being both native and exotic vines.

### **Specific Maintenance Comments**

The site has minimal amounts of exotic and nuisance plants. Control will generally consist of keeping exotics from establishing, killing existing exotic species and vine control to include cutting vines from trees and treating them to ensure that they do not re-grow.

## **3. Preserve Site Maintenance**

### **3.1 Eradication and Control of Exotic/Nuisance Vegetation**

- 3.1.1** Hand-pulling of exotic and nuisance species will be preferable where possible to achieve complete removal of plant with root system. In cases where hand-pulling of these species is not possible or will not achieve the desired goal of eradication, use of herbicides as specified in Section 3.2-Use of Herbicides will be acceptable.
- 3.1.2** Nuisance species shall be removed from the planting dish area surrounding the trunk of each planted tree in upland or swamp areas during maintenance visits. Any encroaching or climbing vines shall be removed from all planted trees. Treatment of nuisance species with herbicide to ensure death of nuisance species, prior to removal by hand or trimming to ground surface will be acceptable. However, extreme care must be exercised during application and use of herbicides to ensure that no damage or stress is incurred upon planted trees, other planted vegetation, or desirable recruited vegetation.
- 3.1.3** Treatment of exotic or nuisance vegetation over approximately 1 1/2" DBH (diameter at breast height) as measured by caliper should be by injection of herbicide directly to the tree, or by introduction of herbicide to the cambium of the tree via downward angled cut in the bark of the tree.
- 3.1.4** All exotic and nuisance species either hand-pulled, herbicided in place, or trimmed, shall be removed from the site and disposed of by the Contractor. The City may determine that removal of dead vegetation is not necessary in some circumstances.
- 3.1.5** Identification of recruited species as either "desirable" or "nuisance" will be at the discretion of the City.

### **3.2 Use of Herbicides**

- 3.2.1** Use of herbicides approved per herbicide labeling by U.S. Department of Agriculture and U.S. Environmental Protection Agency for use in or around aquatic situations will be an acceptable practice under this Contract for eradication of exotic vegetation and/or nuisance species encroaching upon planted or desirable recruited vegetation. The Contractor must submit copies of herbicide labels and MSDS sheets to the City prior to utilization.
- 3.2.2** The Contractor must dispose of aquatic herbicide containers properly as regulated by the Federal Insecticide, Fungicide and Rodenticide Act, the Resource Conservation and Recovery Act, the Florida Air and Water Pollution Control Act, and the Florida Pesticide Law.
- 3.2.3** Localized application of herbicide (via backpack sprayer unit, or hand painting or wicking of individual plants) will be preferable. No broadcast or indiscriminate

spraying of herbicides, which may cause death or stress of planted or desirable recruited vegetation, will be acceptable unless approved in writing by the City.

**3.2.4** All herbicide applications must be conducted under the direct supervision of a person currently licensed by the State of Florida to apply herbicide in the related habitat (ex., Right of Way, aquatic, etc.). The licensed applicator must be on-site during any herbicide application.

**3.2.5** The Contractor will be held responsible for any damage, death, or stress of planted or desirable recruited vegetation caused by application of herbicides or any other action by the Contractor. Any questions regarding herbicide use as it applies to liability of the Contractor shall be directed to the City.

### **3.3 Tree Wound Treatment**

The Contractor shall be responsible for treating tree wounds and caring for trees to prevent decay and premature death. Topical applications of tree wound dressings such as, but not necessarily limited to tree paint, asphalt paint, creosote paint, house paint, grafting wax, orange shellac, or any other topical coatings which inhibit the flow of air to the wound are not acceptable tree wound treatments. Reattachment of freshly damaged, still moist, and potentially viable sections of damaged trunk cambium on dicotyledonous trees is considered acceptable when practical. When bark reattachment is impractical, bark tracing will be acceptable as a wound treatment.

### **3.4 Clean-up of Fallen Trees and Palms**

#### **3.4.1 Emergency Clean-up (Storms/Natural Disasters)**

The City reserves the right to expand emergency clean-up services at its discretion. Square foot price may be applied to other areas as listed.

**3.4.2** Clean-up of trees or palms which fall over within the preserve, regardless of species or circumstance, will consist of the removal of branches, stems, and/or trunks up to four inches (4") in diameter, and proper disposal at an off-site location. Where appropriate, vegetative debris may be chipped in place and left on-site, providing mulch from the operation is spread around the work area and not left in large single piles. Palm fronds must also be removed or chipped. Branches, stems, and/or trunks greater than four inches (4") in diameter shall be cut up in sections small enough to lay flat on the ground. These sections may be left in place.

Total clearing width along trails and boardwalk will be twenty feet (20'). Clearing width will be determined by measuring ten feet (10') out from either side of the centerline of the trail or boardwalk.

## **4. Preserve Site Planting**

### **4.1 Grade Standards and Quality**

All plants shall be Florida Grade #1 or better as specified in the latest edition of *Grades and Standards for Nursery Plants*, published by the Florida Department of Agriculture and Consumer Services. All plants shall be sound, healthy, vigorous, have acceptable structure, and shall be densely foliated when in leaf. The root systems shall be healthy, well developed, free from circling or girdling roots, and free of disease and insect pests, eggs, or larvae. In addition, all plants shall conform to applicable specifications and quality as noted in Sections 13-441 thru 13-448 of the *City of Coconut Creek Land Development Code*

in the most recently updated form. When there are two (2) or more standards for the same item, the more stringent of the standards shall apply as determined by the City.

[City of Coconut Creek Land Development Code](#)

**4.2 Plant Transportation and Inspection**

Plant transportation shall comply with all Federal and State regulations thereof, and upon delivery at the site, all plants shall be inspected by a representative of the City for conformity to specifications and for handling damage. The Contractor shall provide the City twenty-four (24) hour notice before any requested inspection. In no case shall plant material be installed without prior inspection by the City. Rejected plants shall be removed immediately from the site by the Contractor and replaced with plant material deemed acceptable by the City. Trees damaged or wounded will be rejected and replaced at no additional cost to the City.

**4.4 Planting**

Plants shall be installed by the Contractor according to the following guidelines:

**4.4.1** Planting holes for container grown or balled and burlapped plant material shall be excavated to twice the diameter of the rootball and no deeper than the height of the rootball, as measured from the bottom of the rootball to the beginning of the root flare. Plant material shall be installed so that the top of the uppermost roots are at the same level as the surrounding grade. Excess soil covering the root flare, as may be delivered by the nursery, shall be removed prior to installation to ensure proper planting depth is obtained. The Contractor shall make allowances for any anticipated settling when setting plants in holes.

**4.4.2** Fertilizer tablets (Agriform 20-10-5 or equivalent) shall be utilized for each tree, palm, or large shrub at a minimum application rate of three (3) tablets each. Placement will be at 120 degree increments around the outer edge of the rootball at a depth of two (2) inches from the top of the rootball. If more tablets are needed they shall be placed at equidistant points around the rootball.

**4.4.3** When placing bare-root plants in holes, the point where the roots meet at the stem shall be approximately one (1) inch below the surrounding soil grade. Roots shall be evenly spread to avoid damaging them. Roots must be plump and moist at time of installation.

**4.4.4** Soil around roots shall be watered in to remove air pockets in the planting hole at time of installation. Plugging of soil to collapse air pockets around the rootball during the watering process is acceptable providing the rootball itself is not damaged in the process. Do not tamp soil around roots or rootballs.

**4.4.5** All plant material shall be watered in at time of installation. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth and rootballs of all newly installed plant material. Newly installed plant material shall be kept in a moistened condition for the duration of the contract, by the Contractor, or until established.



**4.4.6** Newly planted trees and palms shall be supported, when appropriate, by a City approved method to be determined prior to installation to avoid damage caused by wind action and other effects. No nails shall be driven into the trunks of trees or palms, support stakes shall not be driven through rootballs, and original nursery support stakes and guying material shall be completely removed.

**4.4.7** Newly installed plant material shall only be pruned to remove dead or damaged branches or foliage. Excessive or unnecessary pruning of newly installed plant material will be cause for rejection. Tipping or topping of the central leader of plants utilized as trees will be cause for rejection. Stripping of foliage to aid in transplant success of field grown/balled and burlapped material is acceptable providing post installation watering will be carried out as necessary to ensure survivability and establishment.

**5. Temporary Facilities and Controls**

**5.1 Damage to Existing Structures and Utilities**

**5.1.1** The Contractor shall be responsible for determining the location, character, and depth of any existing structures and utilities. The Contractor shall exercise extreme caution to eliminate any possibility of damage to structures and utilities resulting from his activities.

**5.1.2** The Contractor shall be responsible for and make good all damage to telephone or other cables, water pipes, sanitary pipes, fences, or other structures which may be encountered.

**B. Aquatic Vegetation Control**

**1. Scope of Services**

**1.1** The service consists of furnishing all supplies, materials, labor, equipment, and supervision necessary for performing all operations in connection with the mechanical removal or chemical/pesticide application of aquatic weeds throughout the specified bodies of water listed below, unless directed otherwise. The Contractor must possess a boat capable of performing the required work and able to enter the waterways of which some have minimal access points. Chemical application by boat is required for all water bodies that cannot be properly treated by land applications. The service is necessary for maintaining the free flow of water and aesthetics.

The areas consist of thirteen (13) areas encompassing approximately thirty-six (36) acres identified in Exhibit "A" – Location Maps and labeled as:

Coral Tree Canal	Aquatic Maintenance Site # 1
Donaldson Park - (2) Finger Inlets	Aquatic Maintenance Site # 2
City Hall - (2) Government Center Lakes	Aquatic Maintenance Site # 3
Hammocks Canal System	Aquatic Maintenance Site # 4
Home Depot Retention Area	Aquatic Maintenance Site # 5
Pond Apple Canal (entire canal-both sides)	Aquatic Maintenance Site # 6
Sabal Pines Park (north lake edge)	Aquatic Maintenance Site # 7

Windmill Park Lake (include island banks)	Aquatic Maintenance Site # 8
Veteran's Park Canal	Aquatic Maintenance Site # 9
Utilities & Engineering Retention Area	Aquatic Maintenance Site #10
Tamarind Village Canal	Aquatic Maintenance Site #11
Community Center Canal	Aquatic Maintenance Site #12
Windmill Park Retention Area	Aquatic Maintenance Site #13

Canals that are adjacent residential areas will require the maintenance of aesthetic appearance. These operations include, but are not limited to the removal and/or eradication of water hyacinths, cattails, broadleaf weeds, hydrilla, hygrophilla, torpedograss and other waterborne plants including algae.

- 1.2 The Contractor will also be responsible for maintaining the canal "bank weeds". That is, the weed growth adjacent to and encroaching into the canal system above the normal water level. *This type of growth shall be maintained routinely no less than once per month.*
- 1.3 The map of the areas to be maintained are attached to the Detailed Requirements. All Proposers are required to utilize the map and inspect the sites of the proposed work prior to submitting a proposal.
- 1.4 The Contractor shall use only approved chemicals. In the event a chemical is banned by the governing agency of the State of Florida during the term of the Contract, the Contractor shall continue work using another approved chemical and notify the Public Works Director or designee.
- 1.5 In the course of aquatic vegetation control program, good water management practice must be maintained at all times. Herbicides applied to canal banks must be applied in a manner to prevent erosion.
- 1.6 The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The Contractor shall be responsible for replacing any damaged sod or non-target vegetation at their own expense. The rate of application of chemicals shall be as directed by label to avoid fish kills.
- 1.7 A list of all chemicals to be used, rates of application, and intended time-use restrictions to be observed shall be submitted with the proposal. Drift control agents shall be used in areas where herbicides are being applied on or above the water surface to avoid drift onto surrounding vegetation.
- 1.8 If property owners, including the City, are using canals as a source of irrigation water for their lawns and shrubs, the posting of restrictions on the use of canal waters for irrigation will be posted in specified locations on the canals by the Contractor stating the period of restriction. In addition, the Contractor shall issue written notice to the City, homeowners and developers forty-eight (48) hours prior to any chemical/pesticide application that is harmful or hazardous.
- 1.9 During each treatment the Contractor shall remove all visible debris, litter, etc. from the waterways and legally dispose of this material.

**2. Maintenance Treatment**

- 2.1** Maintenance treatment shall consist of inspection and treatment as often as necessary to accomplish progressive weed destruction and control, but not more than thirty (30) days shall elapse between treatments unless otherwise approved by the Public Works Director or designee.
- 2.2** It is the objective of the City for the Contractor to provide a maintenance control program for the duration of the Contract, based on Contractor's monthly inspections of the canals, lakes and mitigation areas. Number of treatments to be applied during the duration of the Contract will be determined by the Contractor with the concurrence of the Public Works Director or designee. The City of Coconut Creek reserves the right to inspect all equipment to be used in reference to this Contract.
- 2.3** The Contractor must demonstrate competence in distinguishing between beneficial species and noxious invasive species. If any planted species are removed or destroyed, it will be the Contractor's responsibility to replace them, in kind, at his expense, in a timely fashion, when chemical residue has subsided and is safe to do so.

**3. Additional Requirements**

- 3.1** The Successful Proposer shall deliver to the Public Works Director or designee, after each treatment, a report in duplicate showing the canals treated, type of treatment, chemicals used, condition of weed growth and number of men on the job site and hours required to perform work.
- 3.2** The City of Coconut Creek may be eligible for funding from the State of Florida. The Successful Proposer must assist the City and the Public Works Director or designee in every way possible in the application for same.
- 3.3** The Contractor must comply with all Federal and State regulations concerning reporting and record keeping, including quarterly and annual reports. It shall be the responsibility of the Contractor to provide the Florida Department of Natural Resources and the Game and Freshwater Fish Commission with a treatment program, maps and vegetation surveys of areas involved and to secure all necessary state and local permits that are required. It shall also be the responsibility of the Contractor to supply the City of Coconut Creek with copies of all materials and data submitted.
- 3.4** Contractor's employees shall present a professional appearance, neat, clean, well groomed, courteous, properly uniformed, and conduct themselves in a respectable manner, in the performance of the duties, and while on City property. Contractor's personnel shall wear an appropriate uniform, and always be identified with a nametag specifying both the firm name and employee name.
- 3.5** A minimum of one (1) English speaking supervisor per crew shall be present to supervise the performance of all work and to coordinate corrective work. The Contractor's supervisor(s) shall be literate and fluent in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. The Contractor's supervisor(s) shall also be capable of communicating fully with all employees in the event they do not speak English.

- 3.6** The Contractor shall also be required to submit a brief written report to the City of Coconut Creek based upon monthly inspection of waterways covered under this Contract. The monthly status report submitted to the Regional Botanist, Florida Game and Freshwater Fish Commission, projecting treatments necessary during the upcoming period may be used to comply with the reporting requirements.

**4. General Requirements**

- 4.1** To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe manner.
- 4.2** To provide all materials specifically required by this Contract.
- 4.3** The Contractor shall be responsible for scheduling work in accordance with frequencies as required by this Contract.
- 4.4** It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment or facilities which may be disturbed or damaged due to Contractor's maintenance operations.
- 4.5** It shall be a requirement prior to each and every treatment to notify the Public Works Director or designee as to where the location of the treatment is to take place referencing the date and time.

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