



## REQUEST FOR PROPOSAL (RFP) Town Park Refurbishment Project

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| <b>RFP Number:</b> <u>21-2</u><br><br><b>Proposal Due Date:</b> <u>November 19, 2021</u><br><b>Proposal Due Time:</b> <u>3:00 P.M.</u> | <b>Contracting Officer:</b> <u>Melissa Clarke</u><br><br><b>Pre-Proposal Conference Date:</b> <u>N/A</u><br><b>RFP Issue Date:</b> <u>October 21 2021</u> |
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| SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW: |   |
| Proposal and Performance Bond:                         | Per Florida Statutes § 255.05, a certified copy of a payment and performance bond set forth in <b>Attachment 6</b> , recorded in the County's OR books will be required prior to the work commencing. |
| Certificate of Competency/License:                     | See Section 1.15  |
| Insurance:   | See Section 1.8   |
| Pre-Proposal Conference/Walk-Thru:                     | See Section 1.4   |

**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in Town Hall thirty (30) calendar days after the due date. The Town will thereafter determine which proposal(s) will move forward to negotiations.

**Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.**

### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on the Town's vendor list for future solicitations for this product / service

### VENDOR IDENTIFICATION

|  |  |
|--|--|
| <b>Company Name:</b> _____<br><br><b>E-mail Address:</b> _____ | <b>Phone Number:</b> _____<br><br><b>Contact Person:</b> _____ |
|--|--|

**Section 1.1: Background and Solicitation Purpose**

The Town of Redington Beach is located in Pinellas County, Florida, and is bordered by the Gulf of Mexico and Boca Ciega Bay. The Town of Redington Beach boasts 4 local parks, 5 “triangle” parks and 5 beach access points within its 10-block length along Gulf Boulevard. This project focuses on Town Park. Town Park is situated on the corner of Gulf Boulevard and 164<sup>th</sup> Avenue. In addition to the rendering of the current park layout and dimensions set out in **Attachment 5** to this RFP, below are photographic images showing current conditions in the park.



As set forth in more detail in **Section 2, Scope of Services**, the Town has determined that the current playground equipment has reached the end of its useful life. In addition, the Town’s Parks Committee has determined that the current playground equipment and surface should be updated to employ more modern play equipment.

The Town Commission has set the not-to-exceed project budget at: **\$121,000**. While this represents the Town’s maximum budget, the Town will be seeking an agreement with the vendor which brings the Town the best value based on the design, equipment, warranty, project time, demolition and installation means and methods, as well as the associated labor and materials costs proposed by the proposers.

**Section 1.2: Designated Procurement Representative; RFP Posting**

Questions concerning any portion of this solicitation should be directed in writing [e-mail accepted] to the below named individual who will be the official point of contact for this solicitation. To ensure time for a reply, questions should be submitted no later than five (5) working days before the proposal due date.

Melissa Clarke, Town Clerk  
PHONE NUMBER: (727) 391-3875  
E-MAIL: [townclerk@townofredingtonbeach.com](mailto:townclerk@townofredingtonbeach.com)

No answers given in response to questions submitted will be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Town's designated contact procurement representative. If the Town needs to revise this RFP, the Town Clerk will furnish the revision by Addendum to all prospective proposers who are recorded with the Town as having received an original Request for Proposal. Addenda information will be posted online at <http://www.demandstar.com>, a link to which may be found on the Town's web page: <https://www.townofredingtonbeach.com>. Proposers are responsible to check any of these locations for updates.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor(s) who submits the overall proposal that are judged to provide the best value to the Town. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Must have successfully performed similar projects within the last four (4) years.
2. Must own or have access to proper equipment to complete the tasks. See **Attachment 3** (equipment list to be completed by proposers).
3. Overall quality of services based on contractor-supplied references and independent research by the Town.
4. Proposed project cost.
5. Adherence to the terms and conditions of this solicitation.
6. Responsiveness and completeness of the written proposal to these instructions with regards to the Scope of Services.
7. Proposals submitted by either a vendor must propose the willingness and ability to complete all phases of the project. Proposals which propose performance of less than the complete project will not be considered.

**Section 1.4: Pre-Proposal Conference.**

The Town will not be providing a vendor pre-proposal conference regarding this RFP. However, in the event any vendor desires to physically visit the Town to gain a first-hand view of Town Park and its current conditions, they are encouraged to do so. However, to ensure fairness, Town officials cannot discuss the project individually with vendors. All questions must be submitted as provided for herein.

Attached to this RFP is **Attachment 5**, an architectural rendering of Town Park's existing dimensions and layout. Vendors are strongly encouraged to develop their proposals with these dimensional limitations in mind.

**Section 1.5: Form and Term of Contract**

The contract arising from this solicitation will be in a form provided by the Town Attorney, with terms acceptable to the Town Commission. The Town anticipates the project being awarded by December 31<sup>st</sup> 2021, with completion by March 1<sup>st</sup> 2021. expects the term to commence on the first calendar day of the month succeeding approval of the contract by the Board of Commissioners; and contingent upon the completion and submittal of all required pre-award documents.

**Section 1.6: [reserved]****Section 1.7: Payment**

Unless otherwise provided for in the contract document, the vendor(s) shall submit invoices to the Town after each individual phase has been completed, or after required parts or equipment have been acquired, delivered and either used or installed as the case may be. In addition to the general invoice requirements set forth below, invoices for parts or equipment must reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the vendor at the time the items were delivered and accepted. Under no circumstances may invoices be submitted to the Town in advance of the delivery, acceptance and successful installation of equipment or parts, or the delivery and completed use of any equipment not already owned by the vendor.

Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Disputes regarding invoices shall be handled as provided for in that Act.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of the insurance coverages required by this Section as follows:

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this Section, must be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and before any work begins.

The vendor(s) shall provide and maintain at all times during the term of any contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificates of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, must ensure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

|                                   |                       |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
|-----------------------------------|-----------------------|

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the Town responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Each Accident         | \$1,000,000 |
| Disease-Each Employee | \$1,000,000 |
| Disease-Policy Limit  | \$1,000,000 |

Professional liability and specialty insurance (engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000 are **NOT applicable for this project**.

The Town of Redington Beach, a Florida municipal corporation, must be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the Town of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

At time of contract, the vendor will be required to provide a copy of all policy endorsements, reflecting the required coverage, with the Town listed as an additional insured along with all required provisions to include waiver of subrogation.

Certificates of insurance must evidence a waiver of subrogation in favor of the Town, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the Town.

The vendor will be responsible for subcontractors and their insurance. Subcontractors must provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the vendor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the

Town. At the option of the Town, the insurer must reduce or eliminate such self-insured retentions, or the vendor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The Town will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the vendor or subcontractor providing such insurance.

Neither approval by the Town of any insurance supplied by the vendor or subcontractors, nor a failure to disapprove that insurance, will relieve the vendor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

### **Section 1.9: Bonding Requirements**

Pursuant to Florida Statutes § 255.05, if the awarded contract value of the project exceeds \$100,000, a performance bond using the form and procedures set forth in **Attachment 6** will be required.

### **Section 1.10: Completion/Delivery**

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the contractor, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the contractor. In these cases, the contractor shall notify the Town of the delays in advance of the original completion so that a revised schedule can be appropriately considered by the Town.

Should the contractor fail to complete the work within the timeframes noted in the scope of services, it is hereby agreed and understood that the Town reserves the authority to cancel the contract and to secure the services of another contractor to complete the work. If the Town exercises this authority, the Town shall be responsible for paying the contractor for work which was completed and found acceptable to the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Town as a result of having to secure the services of another contractor. If the incumbent contractor fails to honor this invoice or credit memo, the Town may terminate the contract for default.

See **Section 2, Scope of Services**, for additional information concerning completion timeframes.

### **Section 1.11: Acceptance of Goods or Services**

Unless the Town elects to exercise its right to perform an Owner Direct Purchase of all or any part of the equipment or materials to be installed during this project, all equipment, parts or materials purchased by the vendor to complete this project shall remain the property of the vendor, and services rendered under the contract will not be deemed complete, until the equipment, parts or materials are properly installed, inspected and accepted by the Town. The Town shall not be responsible for the risk of loss of any such materials or parts at any time, and shall not be



responsible for the storage or safekeeping of same upon delivery. To the extent a vendor purchases any equipment, parts or materials to be able to perform this project, the vendor shall not add any markup on the equipment, parts or materials, but shall invoice the Town for only the actual cost, including any shipping cost, of these items.

Any goods or services purchased to perform this project may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the project's specifications, the Town reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include demanding re-performance of any failed service, or, as to goods, return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charges for any conforming action taken by the Town under this clause. The Town will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the Town on the open market, and any increase in cost may be charged against the awarded vendor. Any cost incurred by the Town in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the vendor by the Town for any contract or financial obligation.

#### **Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product or service furnished as a result of an award from this solicitation will be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products or services and the rights and remedies provided in the contract will be in addition to the warranty and do not limit any right afforded to the Town by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract will be new, warranted for their merchantability, and fit for a particular purpose.

#### **Section 1.13: Delivery and Completion of Solicitation Response**

##### **Section 1.13.1: Delivery of Solicitation Response**

Proposal packages shall be mailed or hand-delivered to the **Redington Beach Town Hall, attn.: Town Clerk, 105 164<sup>th</sup> Avenue, Redington Beach, FL 33708**. Proposals are to be received NO LATER THAN **November 19, 2021 at 1:00 P.M.**, after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Town Clerk will be the official authority for determining late Proposals.

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposal package, **"RFP No. 2021-2 – TOWN PARK REFURBISHMENT PROJECT."** Proposer's name and return address should be clearly identified on the outside of the package.

**Proposer shall submit six (6) complete sets with all supporting documentation:**

- One (1) hard-copy original (marked “ORIGINAL”) and signed in blue ink, plus one (1) readable PDF copy on a flash drive of the proposal complete with all supporting documentation.
- Five (5) hard-copies (marked “COPY”)

Proposals submitted by facsimile, email, or remote upload service will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the Town. It is the Proposer’s responsibility to ensure that Proposal submittals are in accordance with all addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

### **Section 1.13.2: Proposal costs**

The Town is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product or service demonstrations if requested.

#### **A. Economy of Presentation**

Each proposal must be prepared simply and economically, providing a straightforward, concise description of the vendor’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The Town emphasizes that the vendor concentrate on accuracy, completeness, detail and clarity of content.

#### **B. Proposal Guidelines**

To facilitate analysis of its proposal, the vendor shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the Town’s sole discretion, be rejected.

Page Size and Format - Page size must be 8.5 x 11 inches, not including foldouts. Pages must be single-spaced. The text size must be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages must be numbered sequentially by section.

Legible tables, charts, graphs and figures must be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays must be uncomplicated, legible and must not exceed eleven (11) by seventeen (17) inches in size. Foldout pages must fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the vendor’s name.

#### **C. Proposal Sections and Content:**



Proposals must be organized into the following major sections.

**Tab 1 - Vendor Profile & Required Information**

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History. Attach proof of license to practice in Florida, and confirmation of corporate registration in Florida. If the individual signing the proposal is not listed as a corporate officer on the vendor's SunBiz registration, provide evidence of signatory authority for the individual signing the proposal executed by a corporate officer, or other confirmation thereof satisfactory to the Town. See **Attachment 2**, Firm Profile Form.
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
  - Years of experience within the area of specialty.
  - Length of and type of service with firm.
  - Education and formal training, including relevant certifications.
- D. Any required licenses or permits.

**Tab 2 - Proposed Solution Descriptions**

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. While the Town has provided in the Scope of Services a proposed phasing of the project, except as to project elements deemed required, vendors are invited to propose alternative means and methods if they believe such alternative means and methods would provide a better value or efficiency to the Town while not compromising the result. Multiple alternate solution proposals may be submitted by the same vendor. For each different proposed solution, include the same degree of detail and description specified for a primary offering.
- B. Provide a list of equipment and personnel that will be used to perform this required work as specified in Scope of Services. In support of the any lease equipment reimbursement request, provide copy of lease agreements to document ownership and use for all equipment. Provide a listing of all key personnel and their experience. See Attachment 3.

**Tab 3 - Proof of Insurability**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab 4 - References**

Provide at least three (3) verifiable and recent references where the proposed product /service has been used within the past 3 years. Please use **Attachment 1**.

**Tab 5 - Subcontractors / Joint Ventures**

Provide a list of any proposed subcontractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-vendor or joint venture participant.

**Tab 6 - Completed solicitation documents to include Completed Pricing, Certifications, Addendum Acknowledgements, and Signature**

Include a copy of a fully completed and signed RFP Section 4.

**Tab 7 - Completed Pricing Back-up Section**

Provide supporting documentation for the prices proposed sufficient to evaluate and determine validity of prices quoted.

**Tab 8 - Financial Stability**

Upon request, the vendor shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by the Town. Each vendor shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The Town reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

**Tab 9 - Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

**Tab 10 - Other Information**

Provide any information that will provide insight to the Town about the financial qualifications, fitness and stability of the vendor. This information should be succinct.

**Section 1.14: Accident Prevention and Barricades**

Precautions must be exercised at all times for the protection of persons and property. All vendors performing services under the contract must conform to all relevant Federal, State and local regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these or any other applicable safety requirements, including but not limited to OSHA regulations, will be borne solely by the responsible vendor. Barricades and hazard

warning signs must be provided and placed by the vendor when work is performed in areas traversed by members of the public, or when deemed necessary by the Town's Project Manager.

**Section 1.15: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits a proposal or an offer in response to a Town solicitation shall, at the time of such proposal or offer, hold a valid Certificate of Competency or appropriate current license issued by the state or County examining or licensing board or office qualifying the person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by subcontractors or vendors hired by the prime/responding vendor, an applicable certificate of competency/license issued to the subcontractors/hired vendors must be submitted with the prime/responding vendor's offer; provided, however, that the Town may at its option and in its best interest allow the prime/responding vendor to supply the subcontractors/hired vendors certificate/license to the Town during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and must comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in this solicitation. Damages, penalties, or fines imposed on the Town or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections must be borne by the vendor.

**Section 1.16: Clean-Up**

All park or playground equipment or materials demolished or excavated must be removed from the premises at the end of each workday and disposed of in an appropriate manner. Vendors shall arrange for transportation and disposition of all demolished or removed materials. The Town will not be responsible for any direct involvement in those efforts. Upon final completion, the vendor shall thoroughly clean and restore all work areas to the satisfaction of the Town's Project Manager.

**Section 1.17: Competency of Vendors and Associated Subcontractors**

Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions stated in this solicitation. In the event that the vendor intends to subcontract any part of its work to another vendor, or will obtain the goods specifically offered under the contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The Town reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding under this solicitation, including past performance with the Town, in determining vendor responsibility for the purposes of making a contract award.

**Section 1.18: Compliance with Federal Standards**

All items to be purchased under the contract must be in accordance with all governmental standards, to include, but not be limited to, those related to disposal of chemicals and hazardous

materials, protection of waterways, and those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.19: E-Verify**

Upon award of a contract resulting from this solicitation, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the contractor during the term of the contract.

The contractor shall include in all contracts with subcontractors performing work pursuant to any contract arising from this solicitation an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the subcontract.

**Section 1.20: Key Vendor Personnel**

In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Town Board of Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written Town approval. In the event the requested substitute person is not satisfactory to the Town and the matter cannot be resolved to the satisfaction of the Town, the Town reserves the right to cancel the contract for cause.

**Section 1.21: Labor, Materials, and Equipment Must be Supplied by the Vendor**

Unless otherwise stated in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications (either set out in this RFP or proposed by the Proposer), such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the Town's Project Manager.

**Section 1.22: Omission from the Specifications**

The apparent silence in this RFP and any addendum regarding any details, or the omission from the specifications of a detailed description concerning any point, will be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification will be made upon the basis of the contract.

**Section 1.23: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the Town has an interest must be protected by the vendor against damage or interrupted services at all times during the term of the contract; and the vendor will be held responsible for repairing or replacing property to the satisfaction of the Town which is damaged by reason of the vendor's operation on

the property. In the event the vendor fails to comply with these requirements, the Town reserves the right to secure the required services and charge the costs of such services back to the vendor.

**Section 1.24: Risk of Loss**

The vendor assumes the risk of loss of damage to the Town's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the Town. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the Town, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the Town harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the contract. The vendor shall pay all claims and losses of any nature whatsoever in connection with the contract, and shall defend all suits, in the name of the Town when applicable, and shall pay all costs and judgments which may issue.

**SCOPE OF SERVICES**

**The Town does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Request for Proposals.**

The purpose of this solicitation is to accomplish a refurbishment of Town Park. Essential elements of this project must include:

- Demolition and recycling or disposal of all existing playground equipment
- Removal of any existing mulch and cement footings
- Performance of a subsurface crown grade of the site to ensure surface water flows to park edges
- Examination of water management issues with proposals for avoidance of the collection of standing water within the play area, particularly the base of swings
- Installation of artificial turf grass with a minimum face weight of 50 oz. and a pile height of no less than 1.5 inches and a warranty of no less than 15 years
- Signed and sealed engineered drawings of the installations to occur
- All equipment manufacturer warranties to be in the name of the Town and all related documentation regarding the warranties provided to the Town
- Equipment must be designed for exposure to salt air conditions and have the designed capacity to withstand 135 MPH winds
- Acquisition of all required permits

In addition to these required elements, the Town desires a Proposal which proposes the installation of playground equipment suitable and designed for use by toddlers through 12-year-old children. Equipment proposed should meet all applicable safety standards including but not limited to the federal Consumer Product Safety Commission's playground safety standards found at:

<https://www.cpsc.gov/safety-education/safety-guides/playgrounds/public-playground-safety-checklist>;

and the Americans with Disabilities Act's playground requirements, as reviewed at:

<https://www.access-board.gov/ada/guides/chapter-10-play-areas/>.

**Definitions:** Whenever the following terms, or pronouns used in place of them, are used in these contract documents, they shall have the meanings given below:

**Calendar Day** – Every day shown on the calendar, ending and beginning at midnight.

**Project Manager** – The agent(s) designated by the Town to be responsible for items including, but not limited to, administration and interpretation of the contract, accepting/rejecting the work product, and interfacing and interacting with the Contractor(s).

**TECHNICAL REQUIREMENTS****1. DESCRIPTION OF WORK**



The Contractor shall propose how it will perform the Project in phases, from demolition through to completion. The Contractor will coordinate with the Town's Project Manager throughout the phases of the Project, making adjustments in the event Town operations may require. Contractor vehicles shall be clearly marked, and at least one English-speaking supervisory individual must be on site during Project work at all times. While the Town believes there will be adequate parking for any contractor or delivery vehicles associated with the Project adjacent to the park, in the event other parking is required, Contractor shall coordinate parking needs with the Town's Project Manager. Demolition and grading activities shall be done in a manner so as not to damage any Town-owned trees or infrastructure, including electric or water lines.

## **2. ORDER OF OPERATION**

While the Town will consider proposals proposing any alternative means, methods and project phasing, the following phasing (which may occur in tandem as contractor timing and coordination allow) is anticipated by the Town:

- Removal and recycling or disposal of existing play equipment
- Removal of any existing mulch and other surface matter and grading of the site
- Installation or creation of any necessary elements to avoid locations of standing water on the playground surface
- Installation of any playground equipment requiring anchoring below the artificial turf (if any)
- Preparation of surface for the installation of, and installation of, artificial turf
- Installation of any playground equipment to be installed atop the artificial turf (if any)
- Completion of any regulatory permit inspections
- Submission of final Project to the Town's Project Manager for inspection and acceptance

## **3. SUBMITTALS**

- A. Architectural rendering of the park boundaries and play area design.
- B. Detailed summary of work completed.
- C. Any field reports associated with the work.
- D. All Material Safety Data Sheets for all playground equipment and artificial turf installed shall be provided.
- E. Receipts indicating the Contractor has properly disposed of the debris within the guidelines of all appropriate laws shall be supplied to the Town with each invoice.
- F. If Contractor utilizes subcontractors, documentation indicating all outstanding subcontractor invoices have been paid prior to final Town acceptance of Project.

## **4. OPERATION GUIDELINES**

The vendor shall provide the Town with a proposed schedule of each phase of the work for which it is proposing, containing an expected start date and completion date. To the extent a vendor's schedule will require coordination with a different vendor, government agency, or a subcontractor, the nature of such coordination shall be noted in the proposed schedule. Once the Town accepts the schedule, each vendor shall consult with the Project Manager prior to any schedule variance, including work interruption due to weather, breakdowns, etc. The notification shall occur the day

before any scheduled stoppage, and must be agreed to by the Project Manager. No extensions of time shall be given for equipment failure or normal seasonal weather events or conditions.

## **5. EQUIPMENT**

The Contractor shall propose equipment of a type and quantity to perform the work satisfactorily within the time specified herein. While the Town anticipates proposers will offer a variety of options and solutions, and alternative proposals are welcome, at a minimum, the following equipment factors must be included in any proposal:

- A. The artificial turf grass with a minimum face weight of 50 oz. and a pile height of no less than 1.5 inches and a warranty of no less than 15 years.
- B. Equipment and turf must meet all applicable safety standards including but not limited to the federal Consumer Product Safety Commission's playground safety standards.
- C. Overall playground equipment and park layout design must satisfy all requirements of the American's with Disabilities Act.
- D. Equipment, including all related installation hardware, must have a breakage and corrosion warranty of at least ten years from date of Project acceptance.
- E. A large climbing apparatus geared toward 5-12 year old children is desired.
- F. Stand-alone swings to include a multi-person swing such as a "mommy and me" or similar type swing space is desired.
- G. The Town reserves the right to inspect all equipment before it is placed on site or while it is in service. If at any time, the Project Manager determines the Contractor's equipment to be unsafe, not installed pursuant to manufacturer's standards, or inconsistent with these specifications, the Contractor shall remove the equipment from service immediately and the equipment shall remain out of service until replacements or reinstallations have occurred. Inspection and approval of the Contractor's equipment by the Project Manager shall not relieve the Contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion of the work.
- H. At a minimum, all safety devices installed by the manufacturer shall be in place and in proper working order at all times. If the Project Manager determines that safety devices are deficient, the Contractor will be notified, and thereafter must immediately cease work and repair or replace the safety devices from the Project site until the deficiency is corrected to the satisfaction of the Project Manager.

## **6. DOCUMENTS AND REPORTS**

The Contractor shall provide the following documents and reports to the Town as they become available:

- A. Architectural rendering of the park boundaries and play area design.
- B. Detailed summary of the work completed in each phase.
- C. Any field reports associated with the work.
- D. All Material Safety Data Sheets for all playground equipment and artificial turf installed shall be provided.

**7. DEBRIS REMOVAL**

The Contractor shall provide proof that all debris resulting from the work activities has been removed. Trip tickets showing the proper disposal at an approved state or county permitted facility shall be submitted with the invoice and shall be marked with the location and date the debris was removed. It is the Contractor's responsibility to label the disposal tickets with the location(s) that the debris was removed from and date(s) of removal.

**8. METHOD OF MEASUREMENT**

The Contractor shall be paid per the unit prices submitted in the Pricing Section, Section 4.

**9. BASIS OF PAYMENT**

Payment shall be made at the prices agreed to in the final contract. Pricing submitted shall include all: labor, equipment, materials, fuel, maintenance of traffic, mobilization, and all incidentals necessary to complete all work as specified.

**3.1 DEFINITIONS**

**Addenda:** means a written change to a solicitation.

**Contract:** means the agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** means the vendor to whom award has been made.

**Town:** means the Town of Redington Beach, Florida.

**Modification:** means a written change to a contract.

**Proposal:** means any offer submitted in response to a Request for Proposal.

**Proposer:** means anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** means this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** means the written document requesting either bids or proposals from the marketplace.

**Vendor:** means any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, and “will” indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the Town to be included on a mailing list for selected categories of goods and services. To be recommended for award the Town requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (FEIN).
6. Americans with Disabilities Act (ADA).
7. Conflict of Interest.
8. Debarment Disclosure Affidavit.
9. Nondiscrimination.
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information must be submitted to the procurement representative in writing and must contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers' Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the Town, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final Town action, vendors should not discuss the solicitation or any part of the solicitation with any employee, agent, or any other representative of the Town except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal must contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal will be irrevocable unless the proposal is withdrawn as provided in this solicitation. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the Town that payment for all purchases by Town agencies will be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.
- B. The proposal submitted must be legible. Proposers shall use a typewriter, a computer, or ink to complete the proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the

proposal. **THE TOWN MAY REJECT THE PROPOSAL IF IT IS NOT SIGNED.**

- D. The proposer may submit alternate proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the Town will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

### 3.4 COLLUSION

Where two (2) or more related parties, as defined in this solicitation, each submit a proposal for the same contract, such proposals will be presumed to be collusive. "Related parties" mean the proposer or the principals of the proposer which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals of the parent company of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH TOWN EMPLOYEES

Any Town employee or member of his or her immediate family seeking to contract with the Town shall seek a conflict of interest opinion from the Town Attorney prior to submittal of a response to contract with the Town. The affected employee shall disclose the employee's assigned function within the Town and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.7 INCURRED EXPENSES

This solicitation does not commit the Town to make an award nor will the Town be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

### 3.8 TOWN IS TAX-EXEMPT

When purchasing on a direct basis, the Town is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The Town will provide an exemption certificate upon request by a seller for such purchases. Except for items specifically identified by the vendor and accepted by the Town for direct Town purchase under the Sales Tax Recovery Program, Contractors doing business with the Town are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor will any contractor be authorized to use any of the Town's Tax Exemptions in securing such materials.

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the Town in connection with this

solicitation will be conclusively deemed to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The Town reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the Town.

### 3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the Town with price, technical, and other applicable factors considered. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the Town reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the Town. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the Town.
- C. The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous Town contracts will be taken into account in evaluating the responsibility of the proposer.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation may do so as set forth in the Town's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the Town user department will be referred to the Procurement Services office for resolution.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases will be governed by the same terms and conditions as stated in the contract with the exception of the change in agency name.

### 3.14 CONTRACT EXTENSION

The Town has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the Town will notify the vendors in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the Town and the vendors. Exercise of the above options requires the prior approval of the Procurement Services Manager.

### 3.15 WARRANTY

All warranties express and implied, must be made available to the Town for goods and services covered by this solicitation. All goods furnished must be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the Town, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### **3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The Town is not obligated to place any order for a given amount subsequent to the award of this solicitation. The Town may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize the contract. In no event will the Town be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### **3.17 NON-EXCLUSIVITY**

It is the intent of the Town to enter into an agreement that will satisfy its needs as described within this solicitation. However, the Town reserves the right to perform, or cause to be performed, all or any of the work and services described in this solicitation in the manner deemed to represent its best interests. In no case will the Town be liable for billings in excess of the quantity of goods or services actually provided under the contract.

### **3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of any contract period must, unless terminated by mutual written agreement between the Town and the vendor, continue until completion without change to the then current prices, terms and conditions.

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against its employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### **3.20 SUBCONTRACTING**

Unless otherwise stipulated in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the Town. Subcontracting without the prior consent of the Town may result in termination of the contract for default.

### **3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest in the contract, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

### **3.22 RESPONSIBILITY AS EMPLOYER**

The employees of the vendor will be considered at all times its employees, and not an employees or agents of the Town. The contractor shall provide employees capable of performing the work as required. The Town may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### **3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the Town and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of

any kind or nature arising out of, relating to or resulting from the performance of the contract by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The vendor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the vendor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town or its officers, employees, agents and instrumentalities as provided in this solicitation or any contract arising from this solicitation.

### **3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable Town procedures.

### **3.25 TERMINATION FOR CONVENIENCE**

The Town, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under the contract. The Town will be liable only for reasonable costs incurred by the vendor prior to notice of termination. The Town will be the sole judge of "reasonable costs."

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract will be cancelled and the vendor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **3.27 TERMINATION FOR DEFAULT**

The Town reserves the right to terminate any contract arising from this solicitation, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated in the contract. The Town further reserves the right to suspend or debar the vendor in accordance with the Town's ordinances, resolutions and administrative orders. The vendor will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement cost will be borne by the vendor.

### **3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The Town as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

### **3.29 RIGHT TO AUDIT**

The Town reserves the right to require the vendor to submit to an audit by any auditor of the Town's choosing. The contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The vendor shall retain all records pertaining to the contract and upon request make them available to the Town for a minimum of three (3) years, or as required by Florida or Federal law, whichever is longer, following expiration of the contract. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards. Additionally, the contractor agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed under any contract arising from this solicitation. If an audit inspection or examination pursuant to this section discloses



overpricing or overcharges of any nature by the contractor to the Town in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the Town's audit must be reimbursed to the Town by the contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the contractor's invoices and records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) days from presentation of the Town's audit findings to the contractor.

### 3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the Town to perform the services identified in the contract. 2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records in a format that is compatible with the information technology systems of the Town. Failure to comply with this section will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from the contract will belong to the author. The author and the contractor shall expressly assign to the Town nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable or report for the Town's use which may include publishing in Town documents and distribution as the Town deems to be in the Town's best interests. If anything included in any deliverable limits the rights of the Town to use the information, the deliverable will be considered defective and not acceptable and the contractor will not be eligible for any compensation.

### 3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contracts resulting from this solicitation will be governed by the laws and regulations of the State of Florida, and the Town. Venue of any court action will be solely in Pinellas County, Florida. In the event that suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.32 STATE REGISTRATION REQUIREMENTS

Any business organization submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law. A copy of the registration/ application may be required prior to award of a contract. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and will assume full responsibility for the successful performance under the contract. The vendor will be considered the sole point of contact with regard to meeting all requirements of the contract. All

subcontractors will be subject to advance review by the Town in regards to competency and security concerns. After the award of the contract, no change in subcontractors may be made without the consent of the Town. The vendor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the Town may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations under the contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### 3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the Town because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the Town. The vendor's sole remedy will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Town.

### 3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety-Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate will contain a provision that the original contract price and any additions will be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one (1) year following the end of the contract.

### 3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

### 3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any Town owned building and property. Tobacco products include both smoking and smokeless tobacco.

### 3.39 CERTIFICATION REGARDING SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

By submitting a proposal, the vendor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The vendor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The vendor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the vendor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

**RFP TITLE: Town Park Refurbishment Project****NOTES:**

- When purchasing on a direct basis, the Town is exempt from all sales taxes. A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project.**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices will govern for all services priced on that basis as requested under this solicitation.
- All pricing will be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted will remain valid for a ninety (90) day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **If the vendor has questions regarding the applicability of Chapter 119, Florida Statutes, to the vendor’s duty to provide public records relating to the contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The vendor must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**

No Addendum was received in connection with this RFP.



**PRICING SECTION**

**Proposers shall set forth their pricing in the format below:**

|  |   |
|--|---|
| <b>Artificial Turf (installed)</b>                                 | <b>Unit Price (per square foot and total)</b> |
| <b>Demolition and Disposal Activities</b>                          | <b>Unit Price</b>                             |
| <b>Play Equipment Item 1</b>                                       | <b>Unit Price installed</b>                   |
| <b>Play Equipment Item 2</b>                                       | <b>Unit Price installed</b>                   |
| <b>Play Equipment Item 3</b>                                       | <b>Unit Price installed</b>                   |
| <b>[add additional play equipment items according to proposal]</b> |   |
| <b>Site preparation work</b>                                       | <b>Unit Price</b>                             |
| <b>Certified Playground installation services</b>                  | <b>Price per hour and number of hours</b>     |
| <b>Professional Services (architect fees)</b>                      | <b>Flat Price</b>                             |

**Total Project Price: \$ \_\_\_\_\_**

**By Signing this Proposal, the Vendor Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the Town.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the Town that the vendor has the capacity and capability to successfully perform the contract.
- The vendor hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contracts or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If the Town awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize the contract will be responsible for its own purchases and will be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

RFP Number: 21-2

**Certification Regarding Background Checks**

Under any Town contract that involves vendor or subcontractor personnel working in proximity to minors, the vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the vendor at no additional cost to the Town. The Town retains the right to request and review any associated records with or without cause, and to require replacement of any vendor employee found in violation of this requirement. Vendor shall indemnify the Town in full for any adverse act of any such personnel in this regard. **Additional requirements may apply in this regard as included within any specific contract award.** ☐ Yes ☐ No

**DUNS Number** (Insert only if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address (if different): \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the Town: (Official Use Only)**

By signature below, the Town confirms award to the above-identified vendor under the above identified solicitation. A separate basic form of contract incorporating this RFP's terms will be provided by the Town for vendor execution.

**Vendor awarded as:**

☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_  
Signature of authorized Town official: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

**Attachment 2: Vendor Profile Form**

**Attachment 3: Equipment List**

**Attachment 4: Public Works Additional Terms and Conditions**

**Attachment 5: Site Layout**

**Attachment 6: Form of Performance and Payment Bond**



**ATTACHMENT 1 - WORK REFERENCES**

|                  |  |
|------------------|--|
| Agency           |  |
| Address          |  |
| City,State,ZIP   |  |
| Contact Person   |  |
| Telephone/email  |  |
| Dates of Service |  |
| Type of Service  |  |
| Comments:        |  |

|                  |  |
|------------------|--|
| Agency           |  |
| Address          |  |
| City,State,ZIP   |  |
| Contact Person   |  |
| Telephone/email  |  |
| Dates of Service |  |
| Type of Service  |  |
| Comments:        |  |

|                  |  |
|------------------|--|
| Agency           |  |
| Address          |  |
| City,State,ZIP   |  |
| Contact Person   |  |
| Telephone/email  |  |
| Dates of Service |  |
| Type of Service  |  |
| Comments:        |  |

**ATTACHMENT 2 - VENDOR PROFILE FORM**

|   |   |
|---|---|
| 1. Vendor Name & Address:<br><br><br><br><br><br><br><br><br><br>   | 1d. Licensed to do business in the State of Florida?<br><br>_____ Yes _____ No                            |
|   | 1e. Name, Title, Email & Telephone Number of Principal to Contact<br><br><br><br><br><br><br><br><br><br> |
|   | 1f. Address of office to perform work, if different from Item 1<br><br><br><br><br><br><br><br><br><br>   |
| 1a. FEIN #<br><br>_____   |   |
| 1b. Year Firm was established _____<br><br>1c. Are you a "Not for Profit" 501(c)(3) organization?<br><br>Yes _____ No _____<br><br>If you answered yes, please provide proof. |   |
| 2. Please list the key personnel that your firm will commit to the Town project and attach a copy of each key person's resume.<br><br><br><br><br><br><br><br><br><br>        |   |
| 3. This Vendor Profile Form is a statement of facts.<br><br><br>Signature: _____ Date: _____<br><br>_____<br>(Typed or Printed Name) (Title)                                  |   |



**ATTACHMENT 4**  
**MISCELLANEOUS ADDITIONAL TERMS AND CONDITIONS**

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

**1. INTENT OF CONTRACT DOCUMENTS**

- A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

**2. ERRORS AND OMISSIONS**

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

**3. EMERGENCIES**

- A. The contractor shall have a responsible person available at or reasonably near the Town on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.
- B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

**4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUS MATERIALS**

- A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.
- B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
1. The chemical name and the common name of the toxic substance.
  2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
  3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
  4. The primary route of entry and symptoms of exposure.
  5. 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.
  6. The emergency procedure for spills, fire, disposal and first aid.
  7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
  8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the Town will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the Town.
- D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.
- E. The Project Manager or other Town representatives may periodically monitor the work for safety. Should there be safety or health violations, the Town's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other Town representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- F. Should the work site be in a hazardous area, the Town shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.



- G. The contractor shall be aware that while working for the Town, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

#### 5. GENERAL INSPECTION REQUIREMENTS

- A. Due to the nature of this Agreement, The Town shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.
- B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the Town.
- C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the Town to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the Town may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.
- E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Town, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the Town, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an

appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the Town. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the Town of the Town's rights and remedies hereunder.

- F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.
- G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

#### **6. PROJECT MANAGER**

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

#### **7. CONTRACT TIME AND TIME EXTENSIONS**

- A. Unless otherwise provided, contract time shall mean the number of consecutive business days from the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.
- B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.
- C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.
- D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

- E. The Town shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the Town's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the Town's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

| <u>Specific Contract Amount</u>               | <u>Daily Charge per Calendar Day</u> |
|---|--------------------------------------|
| \$5,000 and under .....                       | \$25                                 |
| Over \$5,000 but less than \$10,000 .....     | \$65                                 |
| \$10,000 or more but less than \$20,000 ..... | \$91                                 |
| \$20,000 or more but less than \$30,000 ..... | \$121                                |
| \$30,000 or more but less than \$40,000 ..... | \$166                                |
| \$40,000 or more but less than \$50,000 ..... | \$228                                |
| Over \$50,000 but less than \$250,000 .....   | \$313                                |

Any Contractor that is in default for not completing the work within the time specified shall be removed eligibility to bid or propose for future Town work for a period of one year from removal until the project is complete and the liquidated damages sum is satisfied.

The Town shall retain from the compensation to be paid to Contractor the above-described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the Town may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

- F. Town shall retain from the compensation to be paid to contractor the above-described sum.

## 8. HOURS OF OPERATION

- A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or Town Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. Town Holidays are as follows:

New Year's Day  
 Martin Luther King, Jr. Day  
 Presidents' Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veteran's Day  
 Thanksgiving Day and day after Thanksgiving  
 Christmas Day

- B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.
- C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the Town observes the holiday on Friday and if the holiday is on Sunday the Town

observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

- D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the Town may assess the contractor the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

#### **9. CHANGES IN WORK**

- A. The Town may at any time, by issuance of a Change Order executed in accordance with the Town's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
- B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The Town assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

#### **10. CLAIMS AND DISPUTES**

- A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the Town grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- B. The contractor shall proceed diligently with its performance as directed by the Town, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the Town in writing. The Town shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

##### **1. Claims by the contractor shall be resolved in the following manner:**

- a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a Town employee, will forward the claim to the Town. The Town will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the Town will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the Town that the original claim stands as is.
- b. If the claim is not resolved, the Town may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the Town declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Pinellas County, Florida.

- 2. Claims by the Town against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the Town. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination

as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.
4. In the event of litigation between the parties with respect to the enforcement or interpretation of this agreement occurs, each party shall bear its own attorney fees and costs, including through any appellate proceedings, notwithstanding the outcome of the proceedings.
5. The agreement between the parties is for the sole and exclusive benefit of the parties, and the parties expressly have not entered into the contract with the intent to benefit, or give any contractual rights to, any other third party.

#### 11. LANDS FOR WORK AND ACCESS THERETO

- A. Town shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has written consent from the landowner authorizing the contractor to do so. A copy of such documentation shall be provided to the Town upon request. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.
- B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the Town. If the contractor fails to clean up the site, the Town may choose to clean up the site at the contractor's expense.
- C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.
- D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

#### 12. MAINTENANCE OF TRAFFIC (MOT)

This Project is not anticipated to require significant work within the roadways or rights of way. However, to the extent the performance of any given phase of the project requires such work, unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic (MOT) shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall conform to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: [www.dot.state.fl.us/mapsandpublications](http://www.dot.state.fl.us/mapsandpublications).

- B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the Town reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- C. If the contractor feels that assistance from an off-duty law enforcement officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.
- D. All lane closures shall have the prior approval of the Project Manager.
- E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.
- F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow-moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

**13. UNDERGROUND UTILITIES**

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The Town shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

**14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

- A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the Town or Town's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.
- C. The contractor shall not disturb any benchmark established by the Town with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs Town benchmarks, the contractor shall immediately notify the Project Manager. The Town shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the Town associated therewith. Such costs shall be deducted from any amounts due the contractor.
- D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the Town from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the Town. The Town shall recover all costs from the contractor.

- E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, Town signs or other property owned by the Town or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the Town, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The Town reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the Town prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with Town standards, the Town shall repair the items and deduct the associated cost from the amount due the contractor.
- F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.
- G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the Town immediately of any complaints given directly to the contractor.
- H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.
- I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

**15. EQUIPMENT**

- A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The Town reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.
- B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow-moving vehicle sign, and properly operating amber flashing or white strobe light.
- C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

**16. SANITATION**

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

**17. OTHER WORK**

- A. The contractor will cooperate with Town personnel or anyone who may be engaged in authorized work prior to final completion of the project.
- B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The Town may perform other work related to the project site or, in the general vicinity of the site by the Town's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the Town and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the Town, if the Town is performing additional work with the Town's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.
- D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

**18. BONDS**

Payment and Performance Bond shall be required as provided for in this RFP.

**19. FINAL INSPECTION**

- A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.
- B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will, if necessary, notify the contractor of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.
- C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manager shall make another inspection. There shall be an eighty-dollar (\$80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with Town labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.



**20. FINAL ACCEPTANCE**

- A. The contract will be considered complete when all work has been completed and has been accepted by the Town and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.
- B. The Town reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

**21. MEASUREMENT AND PAYMENT**

- A. All work shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.
- B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the Town.

**22. WARRANTY**

- A. Contractor shall obtain and assign to the Town all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the Town that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the Town that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Town. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the Town is entitled as a matter of law.
- B. If sod is disturbed and replaced, it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the Town. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the Town.

## ATTACHMENT 5

## PARK LAYOUT AND DIMENSIONS

## Redington Beach Town Park

Playground Area is 60' x 42'



## ATTACHMENT 6

**PERFORMANCE AND PAYMENT BOND  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_

By this bond, we \_\_\_\_\_, as Principal, whose principal address and phone number are \_\_\_\_\_, and \_\_\_\_\_, as Surety, whose principal address and phone number are \_\_\_\_\_, are bound to \_\_\_\_\_, herein called Owner, whose principal address and phone number are \_\_\_\_\_, in the sum of \$ \_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract [insert contract # if assigned] dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner, which contract was awarded pursuant to [insert RFP # or ITB #], for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is the Town Park Refurbishment Project.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, \_\_\_\_\_.

(Name of Principal)

(Name of Surety)

By: \_\_\_\_\_  
as Attorney in Fact for Surety

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

**SECTION 5 – ATTACHMENTS**

RFP Number: 21-2

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Notary signature \_\_\_\_\_

Print or stamp name of Notary \_\_\_\_\_

Notary number:

My Commission Expires:

**Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.**