

CITY OF LAKE WALES

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BID PACKAGE

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***LOT CLEANING, CLEARING & MOWING SERVICES  
FOR THE CITY OF LAKE WALES CODE ENFORCEMENT DIVISION***

***February 16, 2009***

***BID NO. 09-164***

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**City of Lake Wales  
ADVERTISEMENT FOR BIDS  
BID NO. 09-164**

Notice is hereby given that the City of Lake Wales, Florida, will accept sealed bids until **2:00 p.m. (local time), Friday March 13, 2009**, for the following project:

**LOT CLEANING, CLEARING & MOWING SERVICES**

**BID NO. 09-164**

At **2:30 p.m. (local time), Friday, March 13, 2009**, the bids will be opened and read aloud at the City Commission Chambers in the City of Lake Wales City Administration Building Hall located at

201 West Central Avenue  
Lake Wales, Florida

Please submit one (1) original and two (2) copies of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "**Sealed Bid for Lot Cleaning, Clearing & Mowing Service #09-164**". The City will consider all bids properly submitted **prior to the proposal deadline, 2:00 p.m. EDT on Friday, March 13, 2009**.

The City of Lake Wales shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures.

All persons and firms wishing to submit bids **must** obtain a complete copy of the Invitation to Bid document and submit a City of Lake Wales Vendor Application, a W-9 and a current Public Entity Crime Statement with their response. Prospective Bidders are asked to download the complete bid package along with the application, W-9 and Public Entity Crime Statement at the following web address: [www.cityoflakewales.com](http://www.cityoflakewales.com).

All bids should be addressed as follows:

City of Lake Wales  
Attention: Bonnie Hodge, Purchasing Agent  
201 West Central Avenue  
Lake Wales, FL 33853

City of Lake Wales  
City Council

Anthony G. Otte, City Manager

## INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids: City of Lake Wales (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately completed. Bids will be received by the Owner until 2:00 p.m. Friday, March 6, 2009 and then at said office publicly opened and read aloud.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. Preparation of Bid: Each bid must be submitted on the prescribed forms (contained herein). All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures, and all required Certifications must be fully completed and executed when submitted.

3. Subcontracts: The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract must: be acceptable to the owner; and

b. submit all certifications that are also required of the Prime Contractor, as contained herein. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

4. Telegraphic Modifications: Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Project Description

The services of a qualified and experienced mowing contractor to furnish all required tools, equipment, materials, supplies, labor and supervision necessary for performing the requested maintenance at various lots as specified by the City of Lake Wales Code Enforcement Division. This service shall include, without limitation, the cleanup of all waste, debris and vegetation cuttings within each designated site, and the proper disposal and/or recycling of debris created. The Bids submitted and the purchase order, if issued, shall be in complete accordance with, without limitation, this Invitation to Bid, the attached City of Lake Wales specifications and all codes. Requirements and other regulations referenced therein.

**Note: This Service Requirement, if placed, Shall be Firm and Valid through September 30, 2009 with an Option for Four (4), One (1) Year Renewals upon mutual consent.**

For any further Technical Information or clarification contact: Bill Gindlesperger, Code Enforcement Officer, at 863-678-4223, extension 275.

6. Qualifications of Bidder: The Owner may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner prior experience of similar projects and at least three (3) references. All bidders must be in possession of a valid Business License. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Time of Completion and Liquidated Damages: Bidder must agree to commence work on date to

be specified in a written "Notice to Proceed" of the work and fully complete the project within the agreed upon consecutive calendar days thereafter. Bidder must agree to also have the project substantially complete within the agreed upon consecutive calendar days from date of "Notice to Proceed." Bidder must agree also to pay as liquidated damages, the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided by this bid package and Contract. Bids will be awarded based on the lowest bid as shown on the bid form (Attachment 2).

10. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
11. Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be **made in writing**, addressed to:

City of Lake Wales  
Bonnie Hodge, Purchasing Agent  
PO Box 1320  
Lake Wales, FL 33859-1320  
or  
[hodgeb@cityoflakewales.com](mailto:hodgeb@cityoflakewales.com)

and, to be given consideration, must be received at least **five (5)** days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed or mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

12. Payment Method: Payment will be made upon completion of each service after inspection and approval by Owner. For bids over \$500,000, progress payments can be arranged if bidder provides the bonds and assurances described herein, however, no bids over this amount are expected for this project.

## General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all bids received, and all materials contained therein, once opened are **public record**, and subject to disclosure to any person, organization, or firm, including other firms responding to this invitation to bid.
2. In accordance with section 287.133, 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 or proposal on a contract to provide any goods or services to a public entity and 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-for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
3. The City reserves the right to accept or reject any or all bids, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City. In all instances, the City's decision shall be final.
4. The City of Lake Wales is exempt from taxes imposed by the State and Federal Government. Bids shall not include any taxes or fees.
5. Prospective firms must submit proposals strictly in accordance with the specifications outlined in the Invitation to Bid. Each variance, if any, to the specifications shall be specifically stated in the bid.
6. Prospective firms warrant by virtue of submission of bids that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of bids. **Any** changes at the time an order is placed shall result in automatic disqualification of the vendor.
7. The original bid shall be signed, in blue ink, by a corporate officer, partner, or proprietor.
8. The City reserves the right to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.
9. Prospective firms are hereby warned not to contact any City employee or official on matters relating to this Invitation to Bid, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the vendor from **any** City business.
10. Per City ordinance, agreements and contracts with a term in excess of one year shall include the following language: "The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales." Vendors are warned that this requirement is written into the Code of Ordinances of the City, a public document, and is binding upon all vendors whether or not referenced in any agreement.
11. Prospective firms quoting State of Florida contract pricing must provide the state contract number and date of expiration in their bids or proposals. Firms will be required to provide a copy of the entire contract prior to the placing of orders by the City.
12. Prospective firms hereby warrant by virtue of submission of bids that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected vendor.

## Specific Information and Requirements

1. Answers to questions submitted about this Invitation to Bid or the Project will be provided to all known prospective bidders.

2. The selected firm may not discriminate against any employee employed in the performance of services, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status.
3. Bids shall include all information required in the Invitation to Bid. Bidders shall use City standard forms as included in the Invitation to Bid to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Bid documents shall be arranged in order as indicated on the Bid Contents Form.
4. At a minimum, each firm must directly perform 20 percent (20%) of the total contract dollar value of the project with its in house personnel, labor and equipment.

#### Evaluation of Bids

This sealed bid shall be evaluated on the basis of price, from all bidders deemed qualified to perform the work, in accordance with City Ordinance. The City shall evaluate and analyze all, and select the bid that, in the City's sole and final judgment, represent the best fiscal and overall solution for the City. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest

## SPECIFICATIONS

### LOT CLEARING AND CLEANING/GENERAL

#### BID PRICES:

Bid firm contract prices unless otherwise stated in the bid document. Furnish both unit prices and extended totals.

If there is any discrepancy between the unit prices and the extensions thereof, the unit prices will govern.

Bidder is expected to carefully examine the entire bid package. Failure to do so will be at the Bidder's risk.

#### GENERAL CONDITIONS

The City reserves the right to reject any and all bids and to re-advertise, or to waive any informalities in bids.

All taxes of any kind and character payable on account of the work done and materials furnished under this contract shall be paid by the successful bidder and shall be deemed to have been included in its bid. The laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor and shall be deemed to have been included in its bid. The City is exempt from state and federal sales, use, transportation and excise taxes.

No bidder shall assign his bid or any rights or obligation thereunder without the written consent of the City.

Any and all special conditions that may vary from the Instructions to Bidders or the General Conditions shall have precedence.

#### INSURANCE REQUIREMENTS

During the life of the contract, the successful Contractor shall provide, pay for and maintain with companies satisfactory to the City, the types of insurance required by the City's Office of Risk Management. Failure to maintain limits required by the City shall be considered a material breach of contract, may be cause for cancellation, but in no way relieves the Contractor of full responsibility and liability.

## **SPECIFICATIONS**

### **LOT CLEANING AND CLEARING**

#### **SECTION 1 – SCOPE**

##### **GENERAL**

There are the specifications which govern the performance of all Lot Cleaning and Clearing Services for the City of Lake Wales Code Enforcement Division. Any firm or individual responding to the INVITATION TO BID for Lot Cleaning and Clearing Services agrees to abide by these specifications in their entirety.

##### **DESCRIPTION**

The work to be done consists of the furnishing of all labor, supervision, materials, tools and equipment, and the performance of all work included in this Contract for properties found in violation of Chapter 12 of the Code of the City of Lake Wales.

##### **WORK INCLUDED**

The successful Contractor shall furnish all required labor, supervision, materials, tools, equipment, supplies, and other means of maintenance necessary or proper for performing and completing the work. He/she shall perform and complete the work in a timely manner most consistent with safety of life and property and to the satisfaction of the Code Enforcement Division Manager or designee, and in strict accordance with the contract documents. The successful Contractor shall repair or restore all structures, property or fixtures that may be damaged or disturbed during performance of the work.

The cost of incidental and related work described in these General Provisions, for which there are no specific contract items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various contract items. No additional payment will be made therefor.

## SECTION 2 – DESCRIPTION OF WORK

### WORK TO BE PERFORMED

- (1) Mowing of Grass: Grass and weeds shall be cut as required under City Ordinance on the lot and the adjoining public right-of-way between the property and adjacent street(s). The cuttings shall be removed from the sidewalks, driveways and street frontage. Cuttings shall be removed from the property. (Contractor is encouraged to recycle clippings through mulch material, in line with State law implemented in 1992 if contractor chooses this method of disposal at his site).
- (2) Use small power equipment to cut any vegetation inaccessible to mowers (this includes weeds/grass along fences, poles, structures, etc.)
- (3) The use of chemicals to accomplish the work in this contract is prohibited.
- (4) Trash and Debris Removal: All trash and debris including, but not limited to, cuttings, decayed/decaying building materials, household furniture/furnishings, appliances, mechanical or transportation parts, fallen trees, limbs, garbage, paper products, discarded metal, glass and wood products shall be collected and removed from the site(s).
- (5) Do not relocate any trash, debris or junk from one area to an adjacent lot or any unauthorized area. This is in Violation of City of Lake Wales ordinance, and could jeopardize your position to conduct business with the City.
- (6) Do not let residents influence the amount of work to be done. If you have questions about the work for the Lot Cleaning and Clearing Contract, contact your designated contract monitor.
- (7) The Contractor shall be responsible for any and all damage caused to plants, trees, turf, irrigation, utilities, structures, etc. due to improper, incorrect or careless work methods while conducting work under this contract.

### EQUIPMENT

- (1) Equipment utilized by the Contractor must be in good repair (i.e., sharp blades for clean cut) and shall be maintained to achieve maximum operating efficiency at all times.
- (2) Equipment utilized by the Contractor shall be subject to inspection by City of Lake Wales personnel at any time, and any equipment deemed unsafe or inoperable by the City shall be removed from the premises immediately.
- (3) The use of electrically operated equipment (i.e., mowers and edgers) will not be permitted.

### WORK CERTIFICATES

Work Certificates will be issued to the Contractor on an as need basis at the Code Enforcement Division, 133 E. Tillman Ave., Lake Wales, Florida 33853.

- (1) Contractor shall telephone the individual Code Enforcement Officers by whom work certificates were issued to report jobs completed, breakdowns, or any other unforeseen problems. If jobs are completed after office hours, Contractor is to leave a message on the voice mail system. The Contractor shall not perform the work specified here-in after daylight hours.
- (2) Work Certificates shall contain the following:
  - a. Scope of Work
  - b. Purchase Order Number
  - c. Location of Property
  - d. Description of Work
  - e. Total area (square footage) of property.
- (3) If, upon arrival at the address or property identified on the certificate, the Contractor, utilizing

reasonable judgement, determines or suspects that work is either on-going or in fact has been accomplished, the Contractor shall immediately contact the Code Enforcement Division for further instructions. At no time is the Contractor authorized to continue cleaning the lot if the owner or a representative of the owner requests or commands the Contractor to stop.

The Contractor shall try to obtain the name(s) of the person issuing the stop work request.

The Contractor shall note time of work stoppage, pertinent events, and the degree of work accomplished and all related costs as outlines in the Agreement. The Contractor shall notify Code Enforcement immediately of the work intervention.

**NOTE: Contractor shall coordinate with Code Enforcement Division before entering properties secured with fences, etc.**

- (4) The Contractor shall complete all work within seven (7) calendar days after the work certificates have been picked-up. Failure to complete the work within seven (7) calendar days will result in the City assessing the Contractor a penalty of \$50.00 per day, per work certificate. Continued failure to comply for a period of five (5) calendar days shall be grounds for termination of the Contract. Extensions of time shall be allowed only upon the submittal of written justification and to be approved by the Code Enforcement Division Manager or his/her designee. Contractor agrees that the stated sum per calendar day for each such delay shall be deducted and retained out of the monies which may become due hereunder.
- (5) The Contractor shall submit to the Code Enforcement Division the work certificates for work completed at the end of each project. The City shall inspect the work within 48 hours after notification, excluding Saturday and Sunday. Should the City find the work unsatisfactory, the City will inform the Contractor. The Contractor shall correct the work within forty-eight (48) hours (excluding Saturday and Sunday) after receipt of such notice. Failure to correct the deficiencies within the above time limit shall be cause for termination of the Contract and/or an inspection fee of \$25.00 being assessed beginning with the third inspection and each subsequent inspection and will be deducted from the amount due the contractor.
- (6) The City reserves the right, upon verbal or written notification to the Contractor prior to commencing work, to withdraw any lot from the number of lots to be cleaned, or to change extent of work to be performed at any lot.
- (7) All work certificates returned to the City shall include the following information:
  - A. Size of lot and amount of debris removed. Attach landfill tickets and digital photographs of each load of trash. Each picture shall be marked with the location, date, time and job number.
  - B. Itemized list of costs and total cost.
  - C. Digital photographs of the property before (which show the violations) and after cleaning.
  - D. Contractor's signature.
- (8) Accompanying the completed work certificate, the Contractor shall submit invoices in triplicate to the City of Lake Wales Code Enforcement Division at the completion of each project. Each invoice shall contain the purchase order number.

**PAYMENT SHALL ONLY BE MADE TO THE CONTRACTOR UPON FINDING THE WORK WAS COMPLETED WITHIN THE TIME LIMIT SPECIFIED IN PARAGRAPH (5) ABOVE AND UPON APPROVAL OF THE WORK BY THE CITY.**

The City shall not unreasonably delay payments to the Contractor of amounts due for work properly performed.

- (9) The Contractor shall obtain all necessary local, regional, state or federal permits or licenses and

comply with all laws, rules and regulations for the performance of the work specified herein. The Contractor shall have proof of permits or licenses where applicable.

## **SECTION 3 – MISCELLANEOUS**

### **PRESERVATION OF PROPERTY**

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is anywise affected by the work, the removal or destruction of which is not call for by the City. This applies, but is not limited to, the public utilities, trees, lawn areas, sprinkler systems, building monuments, fences, all pipe and underground structures, public streets (except natural wear and tear of street resulting from legitimate use thereof by the Contractor), and, wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at their own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, upon 48 hours written notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

### **SAFETY AND HEALTH REGULATION**

The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) standards and any other rules and regulations applicable to lawn maintenance activities in the State of Florida.

The City's safety personnel or any supervisor may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. The Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

All City and department safety regulations will be strictly adhered to and enforced by the City of Lake Wales Office of Risk Management, which may include work stoppage or removal of contractor and/or personnel.

### **AWARD OF CONTRACT**

The contract will be awarded only to the lowest and/or most responsive bidder whose qualifications indicate the award will be in the best interest of the City and whose bid complies with the requirements of the invitation. The award, if made, will be within sixty (60) calendar days after the opening of the bids, unless the time is extended by mutual consent of such bidder and the City. In no case will the award be made until all necessary investigations have been made into the responsibility and experience of the low bidder, and the City is satisfied that the low bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provisions of the contract. The City reserves the right to reject all bids and to re-bid the project. Any bid that is not complete in every detail may be disqualified as non-responsive. In the event the successful bidder fails to enter into a contract and furnish the required contract document within ten (10) days of notification of award, his bid may be rejected as non-responsive and the next lowest bidder awarded the contract.

**EQUIPMENT LIST**

This form is to be utilized to submit a brief list of equipment the bidder has on hand to perform the work. If the bidder intends to lease equipment, the type of equipment to lease and from whom is to be noted below:

	<b><u>EQUIPMENT</u></b>	<b><u>MODEL/YEAR</u></b>	<b><u>MANUFACTURER</u></b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

	<b><u>LEASED EQUIPMENT</u></b>	<b><u>VENDOR COMPANY NAME</u></b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

**BID SHEET**

**LOT CLEANING, CLEARING & MOWING SERVICES  
FOR THE CITY OF LAKE WALES CODE ENFORCEMENT DIVISION**

**BID NO. 09-164**

**THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING**

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

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

The following Bid is in strict accordance with the City of Lake Wales Invitation to Bid No. 09-164 dated February 11, 2009 and all attachments as referenced herein.

Mowing, Trimming and Incidental Cleaning of lots and adjoining Public Right-of-Way between property and street.

\$ \_\_\_\_\_ Per Sq. Ft.

Written Out \_\_\_\_\_

**BID SHEET CONTINUED**

**LOT CLEANING, CLEARING & MOWING SERVICES**

**BID NO. 09-164**

1. Please list a minimum of three (3) projects that your company has successfully completed within the past three (3) years which are of equal size and scope as the project to be done for the City of Lake Wales. This list shall be specifically prepared for this bid submittal and should include the name of the entity and the name and telephone number of a responsible individual qualified to respond to the questions concerning your company's abilities, costs, schedules, etc. Prior successful accomplishment of such equal work will be a consideration in determining whether the bidder is qualified to perform the work specified herein.

	Company Name	Contact Person	Telephone Number
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Please list all anticipated subcontractors:

Name of Company	Address/Telephone	Type of Craft
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**BID SHEET CONTINUED**

**BID NO. 09-164**

**1. As a Responsive Bidder I have attached all required data as requested in the attached specification.  Yes  No**

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**Note: If "No" is checked please explain. Failure to comply with specificatin requirements may be cause for bid disqualification.**

**2. Please list any and all exceptions or clarifications to this bid or the referenced specification. Note: Failure to note any exceptions or clarifications shall be construed as a total compliance statement.**

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**3. Schedule:**

**Work can be started in \_\_\_\_\_ calendar day(s) after Notification of Award.**

**Contractor requests \_\_\_\_\_ calendar day(s) notification prior to need of Normal Required Service.**

**NOTE: Failure to meet the agreed delivery times may be cause for the City of Lake Wales to look to an alternate source to meet the required need and may be cause for cancellation of the order at no further cost or obligation to the City of Lake Wales.**

## INSURANCE REQUIREMENTS

### STATEMENT OF PURPOSE

The City of Lake Wales from time to time enters into agreements, leases and other contracts with Other Parties.

Such agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

### LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the contractor for the protection of all persons, including employees and property. The contractor shall comply with all laws, rules, regulations or ordinance related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The contractor acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the contractor to the City.

**Commercial General Liability** – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and projects/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

#### Minimum Limits:

1,000,000 per occurrence/\$2,000,000 general aggregate  
2,000,000 aggregate for products and completed operations  
1,000,000 personal and advertising injury

**Automobile** – Business Auto liability coverage is to include bodily injury and property damage arising out of ownership maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### Minimum Limits:

500,000 per person/1,000,000 per accident – bodily injury  
500,000 per occurrence – property damage  
or  
A combined single limit of 1,000,000 per occurrence

**Worker's Compensation and Employer's Liability** – Workers' Compensation Coverage to apply for all employees for statutory limits and shall include employer's liability.

#### Minimum Limits:

Workers' Compensation – statutory  
Employer's Liability – 100,000 each accident/ 100,000 disease – each employee 500,000 disease – policy limit.

If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, a copy of the State Worker's Compensation exemption will be required.

All subcontractors shall be required to maintain Worker's Compensation.

Contractor shall also purchase any other coverage required by law for the benefit of employees.

## **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

## INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential ( including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Applicability:** It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

**Agreement is applicable to all contracts, purchase orders, and other work performed for the City of Lake Wales for the time period of not more that five years.**

\_\_\_\_\_ to \_\_\_\_\_  
Date Date

(OR)

**Agreement is limited to Requisition, Bid, Contract, or Purchase Order # \_\_\_\_\_, dated \_\_\_\_\_.**

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.



**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
(Official Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

FROM: \_\_\_\_\_  
(Name of Locality)

\_\_\_\_\_  
(Address of Locality)

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

SUBJ: \_\_\_\_\_  
(Project Contract Number)

\_\_\_\_\_, herein called the Contractor, is  
(Name of Contractor)  
authorized to begin work on \_\_\_\_\_ located at  
(Project Identified)

\_\_\_\_\_  
(Location of Project)  
All work will be done as specified in Contract \_\_\_\_\_  
(Project Contract Number)

and the attachments thereto. Work will proceed on this job within \_\_\_\_ days from the date of  
this notification as provided in Section \_\_\_\_\_ of said Contract, unless otherwise  
specified. Work on this job is scheduled for completion on \_\_\_\_\_.  
(Date)

Prior to beginning maintenance, all permits and licenses required by Local, State, and  
Federal law shall be obtained by the Contractor, unless otherwise specified. The method of  
assessing liquidated damages for noncompliance with the project of said Contract is  
contained in Section(s) 4 and 6 of said Contract.

\_\_\_\_\_  
(Authorized Local Official's Signature) (Date of Signature)

\_\_\_\_\_  
(Type Name of Authorized Local Official)

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_

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

Project: \_\_\_\_\_

The Owner has considered the Bid Proposal submitted by you for the above described project in response to its Advertisement for Bids dated \_\_\_\_\_ and Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond (if applicable), Payment Bond (if applicable), and certificates of insurance within 7 calendar days from the date of this Notice of Award to you.

If you fail to execute said Agreement and to furnish said Bonds (if applicable) within 7 calendar days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

Your are required to return five duplicate originals acknowledged copies of this Notice of Award to the Owner.

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

\_\_\_\_\_, Florida, Owner

By \_\_\_\_\_ Title \_\_\_\_\_

