

State of Florida
Department of Transportation



EXHIBIT "A"
SCOPE OF SERVICES

**TO PROVIDE DISTRICT WIDE RIGHT-OF-WAY PROPERTY
MANAGEMENT MAINTENANCE SERVICES IN MIAMI-DADE
AND MONROE COUNTIES FOR THE FLORIDA DEPARTMENT
OF TRANSPORTATION (FDOT).**

<p>PROJECT/PROPOSAL NUMBER: DOT-ITB-20-6171LZ FINANCIAL PROJECT NUMBER: VARIOUS</p>

TABLE OF CONTENTS

1.0	GENERAL INFORMATION	5
2.0	PURPOSE	5-6
3.0	DEFINITIONS	6-8
3.1	Contract/Agreement	6
3.2	Contractor	6
3.3	Department	6
3.4	Department's Project Manager	6
3.5	Contractor's Project Manager	6
3.6	Notice to Proceed	6
3.7	Letter of Authorization	7
3.8	Task Assignment	7
3.9	Written Notice	7
3.10	Department Observed Holidays	7
3.11	Department Business Hours	7
3.12	Department Non-Business Hours	7
3.13	Department Procedures	7
3.14	Premise(s)	7
3.15	Maintenance of Traffic	8
3.16	DBE signifies Disadvantage Business Enterprises	8
4.0	CONTRACTOR RESPONSIBILITIES	8-26
4.1	Coordination with the Department	8
4.2	Service to be Provided	9-16
4.2.1	Basic Services	9
4.2.2	Specifications for Security Board-Up Services	10
4.2.2.1	Exterior Plywood	10
4.2.2.2	Plywood Thickness	10
4.2.2.3	Drilling of Holes and Use of Nails	10
4.2.2.4	Bolts/Washers and Mating Hardware	10
4.2.2.5	Use of Lumber to Secure the Plywood Cover	10
4.2.2.6	Securing of Buildings	10
4.2.2.7	Securing Openings	11
4.2.2.8	Assembly of Board-Up Panels	11

4.2.2.9	Framing of Non Standard or Unframed Openings.....	11
4.2.2.10	Board-Up of Windows, Doors, and Any Other Openings.....	11
4.2.2.11	Specifications for Securing of Swimming Pools	11
4.2.2.11.1	Boarding-Up of In Ground Pools	11-12
4.2.2.11.2	Boarding-Up of Above Ground Pools.....	12
4.2.2.11.3	Boarding-Up of Decorative Ponds.....	12
4.2.3	Specifications for Locksmith Services.....	12
4.2.4	Specifications for Mowing and Trash Removal	12
4.2.5	Specifications,Construction Methods and Quality of Work for Fencing,Gates,13 Temporary Concrete Barriers, Fence Alignment and Maintenance of Traffic...14	
4.2.6	Miscellaneous Property Maintenance Services	14
4.2.7	Disposal of Materials/Trash/Debris	15
4.2.8	Installed Items	15
4.2.9	Work Quality.....	15-16
4.2.10	Water & Electric Supply	16
4.2.11	Permits.....	16
4.3	Work Supervision and Supervisor Requirements.....	16
4.3.1	Qualified Supervisor	16
4.3.2- 4.3.6	On-Site Supervisor.....	16-17
4.4	Sub-Contractor(s)/Sub-Consultant(s)	17
4.5	Communications	177
4.5.1	Pre-Work Conference.....	177
4.5.2	Contact Information	18
4.5.3	Work Hours.....	18
4.5.4	Progress Meetings	18
4.5.5	Response Time.....	18
4.6	License and Insurance Qualifications.....	18-20
4.7	Security/Safety	20-21
4.8	Location of the Contractor.....	21
4.9	Timely Completion of Service.....	21
4.10	Delays in Completing Services.....	21-22
4.11	Work Stoppage	22
4.12	Method of Operation	22-23
4.13	Notifications.....	23
4.13.1	Required Notifications	233
4.13.2	Emergency Notifications	23
4.13.3	Damages and Department Notification.....	24
4.14	Relocations.....	24
4.15	Contractor's Personnel Requirement	25
4.15.1	Qualified Personnel	25
4.15.2	Number of Personnel.....	25
4.15.3	Monitoring of Personnel	25
4.15.4	Changes in Personnel.....	255

4.16	Contractor’s Warranty.....	25
5.0	CONTRACT ADMINISTRATION	26
5.1	Term and Renewals.....	26
5.2	Authorization of Work and Length of Services	26-27
5.3	Amount of this Contract/Agreement	27-28
5.4	Reviews.....	28
5.5	Correction of Deficiencies	28
5.6	Non-compliance	28-29
5.7	Project Records.....	29
5.8	Documentation of Uncompleted Work.....	29
5.9	Additional Work.....	29-29
5.10	Status Report.....	300
6.0	SUSPENSION OF WORK	300
7.0	DEPARTMENT RESPONSIBILITIES	300-31
8.0	RULES AND REGULATIONS	31
8.1	Non-Smoking Policy.....	311
8.2	Unauthorized Personnel	31
8.3	Inspections	31
9.0	PROPERTY OF THE DEPARTMENT.....	32
10.0	METHOD OF COMPENSATION.....	322
11.0	BID/PROPOSAL SUBMITTAL	32
12.0	AWARD OF THIS CONTRACT/AGREEMENT.....	33
13.0	THE CONTRACTOR SHALL AGREE TO THE FOLLOWING:	33-34

1.0 GENERAL INFORMATION

- 1.1 A performance or surety bond in the amount of **fifty thousand dollars (\$50,000.00)** shall be required for this project.

2.0 PURPOSE

- 2.1 The **Florida Department of Transportation**, hereafter known as the **DEPARTMENT** requires sealed written bids from qualified bidders to provide the services described in this Invitation to Bid.
- 2.2 The purpose of this **Contract/Agreement** is to retain a qualified firm, hereafter known as the **CONTRACTOR**, to provide District-wide Right-of-Way Property Management Maintenance Services. For work items commissioned by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** the **CONTRACTOR** shall employ appropriately licensed and/or qualified personnel, sub-contractors as per **section 4.4** to provide services consisting of, but not limited to:
- 2.2.1 Securing of buildings/board up/locksmith.
- 2.2.2 Landscape maintenance/trash removal.
- 2.2.3 Installation and maintenance of fences, gates and pre-cast concrete barriers on an as needed basis.
- 2.2.4 Performing miscellaneous property maintenance services, including mechanical and electrical services, (encompassing plumbing, electrical and AC Repairs and Freon recovery).
- 2.2.5 Other services on an as-needed basis which includes general labor, general carpentry, masonry, concrete work, cleaning services, graffiti removal, roofing repairs, pest/rodent control and security guards.
- 2.3 The **Scope of Services** along with the **Contract/Agreement** describes and defines activities which may be required by the Florida Department of Transportation (FDOT) for Right-of-Way Property Management Maintenance Services for specific property in District Six. These services shall be required in the geographical boundaries of the **District Six** area of responsibility, that is, Miami-Dade and Monroe Counties. As services are identified, the **Department's Project Manager (or his/her designee)** shall issue a **Letter of Authorization** to perform the required services.
- 2.4 All services described in **Exhibit "A", Scope of Services** and **Attachments 1 through 6 to Exhibit "A", Scope of Services** shall cover all existing and proposed services as added during the term of this **Contract/Agreement**, hereafter known as the **Contract/Agreement**.
- 2.5 The work specified in this **Exhibit "A", Scope of Services** and **Attachments 1 through 6 to Exhibit "A", Scope of Services** consists of all preparatory work and operations for property management maintenance services needed after the acquisition of property to the time of construction or demolition. For work items commissioned by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** the **CONTRACTOR** shall provide appropriately licensed and qualified personnel to provide the required services. Security board-ups and locksmith services are required for current or future state roadway projects. The **CONTRACTOR** shall also be required to perform all preparatory work and operations for mowing and trash removal services required for current or future state roadway projects.

In addition, the **CONTRACTOR** shall also perform all preparatory work and operations for the installation and maintenance of fences, guardrails, and/or pre-cast concrete temporary barrier walls. This includes, but is not limited to, those operations necessary for mobilization, the movement of personnel, equipment, supplies, incidentals, permits, notifications, and fees associated with such notifications, if any. These services will be required for various parcels on an as-needed basis with no minimum amount of work guaranteed.

- 2.6 Buildings and parcels involved for property management services shall vary in number and type, from small residential to larger commercial properties. Properties requiring mowing and trash removal shall vary and shall include vacant and improved lots.
- 2.7 The **CONTRACTOR** shall determine all dimensions, quantities and site conditions. Dimensions/square footage/units referred to in **Exhibit "C", Bid Blank** are not exact and are cited only to provide the Bidder with a reasonable approximation of the extent of work expected under this contract. No additional per unit costs will be considered by **DEPARTMENT** with regard to variances in the dimensions, square footage or units.

3.0 **DEFINITIONS**

3.1 **CONTRACT/AGREEMENT**

All documents, exhibits and attachments specifying requirements, description and terms of services to be performed/provided by the **CONTRACTOR**, billing rates for these services and how the **CONTRACTOR** shall be compensated for these services, executed by both the **CONTRACTOR** and the **DEPARTMENT**.

3.2 **CONTRACTOR**

The **CONTRACTOR** retained by the **DEPARTMENT** to perform the Contractual Services described in this **Contract/Agreement**.

3.3 **Department**

The Florida Department of Transportation (FDOT)

3.4 **Department's Project Manager**

The **Department's** staff member(s), manager(s), **Contractor(s)** or **Consultant(s)** with overall responsibility and authority to oversee the contractual services being performed/provided by the **CONTRACTOR** for this **Contract/Agreement**.

3.5 **Contractor's Project Manager**

The **Contractor's** staff member(s) or manager(s), with overall responsibility and authority to oversee the contractual services being performed/provided by the **CONTRACTOR** for this **Contract/Agreement**.

3.6 **Notice to Proceed**

A letter issued by the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** authorizing the start of the **Contract/Agreement**. There shall be one (1) Notice to Proceed issued for the initial **Contract/Agreement**. For any additional work that shall be added to this **Contract/Agreement** by Supplemental Agreement an additional Notice to Proceed shall be issued. The **CONTRACTOR** shall not commence work until receipt of a **Letter of Authorization** (as defined below) from the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**.

3.7 Letter of Authorization

A document issued by the **Department's Project Manager (or his/her designee)** authorizing the **CONTRACTOR** to commence to work on a specific task in accordance with the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**. Completion due dates and fees are specified in the **Letter of Authorization**.

3.8 Task Assignment

One or more tasks assigned under this **Contract/Agreement** in connection with the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**. Each task will be individually numbered.

3.9 Written Notice

Written notice is herein defined as notice in writing signed and may be a facsimile of the original.

3.10 Department Observed Holidays

The following holidays are observed by the **DEPARTMENT**. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

- 3.10.1 New Year's Day
- 3.10.2 Martin Luther King Day
- 3.10.3 Memorial Day
- 3.10.4 Independence Day
- 3.10.5 Labor Day
- 3.10.6 Veteran's Day
- 3.10.7 Thanksgiving Day and the following day
- 3.10.8 Christmas Day

Contractors Note: When preparing bids and/or scheduling projects for this **Contract/Agreement** be advised that some of these holidays are date specific, while others are day or week specific, and as such, may vary from year to year.

3.11 Department Business Hours

Typically 8:00 A.M. through 5:00 P.M., Monday through Friday in which the **DEPARTMENT** conducts routine business.

3.12. Department Non-Business Hours

Typically holidays, weekends, and night time frames in which the **DEPARTMENT** is closed to conducting routine business

3.13 Department Procedures

Standard day-to-day process which relates to the type of services being requested in this **Contract/Agreement**.

3.14 Premise(s)

All Florida Department of Transportation (FDOT) property identified by the **Department's Project Manager/ (or his/her designee)** and any other property that may be added to or deemed part of

this **Contract/Agreement**.

3.15 **Maintenance of Traffic**

This shall include all facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance. In general, the **CONTRACTOR** shall not be required to maintain traffic over those portions of the roadway where work is to be performed; however, the **CONTRACTOR** shall not obstruct nor create a hazard to any traffic during the performance of the work.

3.16 **DBE signifies Disadvantage Business Enterprises**

Participation by Disadvantage Business Enterprises: The **CONTRACTOR** shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the **Consultant** and any **sub-consultant** or **CONTRACTOR**.

The **Contractor**, **sub recipient** or **sub contractor** shall not discriminate on the basis of race, color, national origin, or sex in the performance on this **CONTRACT**. The **CONTRACTOR** shall carry out applicable requirements of **49 CFR Part 26** in the award and administration of DOT-assisted contracts. Failure by the **CONTRACTOR** to carry out these requirements is a material breach of this **Contract/Agreement** or such other remedy as the recipient deems appropriate.

4.0 **CONTRACTOR RESPONSIBILITIES**

4.1 **Coordination with the Department**

4.1.1 All aspects of this **Contract/Agreement** and/or of each authorization or task shall be coordinated through the **Department's Project Manager (or his/her designee)**. All authorizations and approvals shall be in writing and executed by the **DEPARTMENT** prior to the commencement of work.

The Project Manager is Milady Cernuda,
District R/W Property Management Asbestos
& Demolition Administrator
Located at:
Florida Department of Transportation
Right-of Way Administration
1000 Northwest 111 Avenue
Room 6105-B
Miami, Florida 33172

4.1.2 The following persons in addition to the **Department's Project Manager** are authorized to issue Letters of Authorization initiating services under this **Contract/Agreement**:

Ileen Zamora	Right-of-Way Agent
Jesus Alvarez	Deputy Right of Way Manager-Operations
Jason Karpel	R/W Asbestos & Demolition District Coordinator

4.1.3 In the **Department's Project Manager's** temporary absence from the office, the **DEPARTMENT** shall authorize another individual to perform the **Department's Project Manager's** duties.

4.1.4 The **DEPARTMENT** may replace the **Department's Project Manager (or his/her designee)** at any time during the term of this **Contract/Agreement**.

4.2 Service to be Provided

4.2.1 Basic Services

- 4.2.1.1 The **CONTRACTOR** is responsible for ensuring all human beings and animals are out of the building before board-up and locksmith services are completed.
- 4.2.1.2 The **CONTRACTOR** shall furnish generators to operate any equipment required for board-ups. Electrical power shall not be available on site.
- 4.2.1.3 Boarded-up areas shall have a uniform, non-objectionable appearance free of all trash and debris.
- 4.2.1.4 The **CONTRACTOR** shall notify the **Department's Project Manager (or his/her designee)** at least one (1) day before removing **Contractor's** equipment off site and/or demobilizing prior to final inspection by the **Department's Project Manager (or his/her designee)**.
- 4.2.1.5 The **CONTRACTOR** shall be responsible for obtaining all necessary permits, licenses, permission, and etc. from the adjacent property owners(s) to enter his/her property in order to perform the necessary work. In cases where access is not granted, the **CONTRACTOR** shall be required to perform the work solely from the Florida Department of Transportation (FDOT) Right-of-Way.
- 4.2.1.6 The **CONTRACTOR** shall be responsible for the scheduling of all work to include the removal of any existing fences, and/or pre-cast concrete temporary barrier walls where it is necessary to provide continuous security to the adjacent areas. The **CONTRACTOR** must erect a temporary fence in order to achieve this requirement.
- 4.2.1.7 The **CONTRACTOR** shall be responsible for clearing the alignment/fence line of any brush, vegetation, or obstructions prior to the installation of any fence, and/or pre-cast concrete temporary barrier wall unless prior arrangements are made by the **Department's Project Manager (or his/her designee)** to have the alignment/fence line cleared by a separate **CONTRACTOR**. The alignment/fence line shall be cleared to a width of at least two feet on each side, unless the two feet extended past the right-of-way line.
- 4.2.1.8 In situations where the fences, and/or pre-cast concrete temporary barrier walls will be installed to prevent an encroachment on the right-of-way line, the **DEPARTMENT** will be responsible for having the right-of-way line clearly marked. All items must be installed in a fashion that does not cause an encroachment into the adjacent property.
- 4.2.1.9 Damaged fences, and/or pre-cast concrete temporary barrier walls and accessories shall be mended and/or replaced using materials of like kind and quality as described in the **Department's Design Standards**.
- 4.2.1.10 The **CONTRACTOR** shall be responsible to secure/lock property via fence/gates with locks and provide copy of keys to the **Department** and place "No Trespassing" signage on properties provided by the Department.

4.2.2 Specifications for Security Board-Up Services

4.2.2.1 Exterior Plywood

Shall be of new un-sanded CDX grade.

4.2.2.2 Plywood Thickness

Shall be one-half inch (1/2") for window openings, five eighth inch (5/8") for framed door openings, and three-quarter (3/4") for unframed door wall openings. When extra large window openings or sliding glass doors are encountered, use five-eighth (5/8") or three quarter (3/4") as necessary.

4.2.2.3 Drilling of Holes and Use of Nails

All holes shall be drilled to accommodate bolts. Face-nailing of panels to wood frame windows is prohibited. Nails shall not be used unless authorized by the **Department's Project Manager (or his/her designee)** prior to commencement of work.

4.2.2.4 Bolts/Washers and Mating Hardware

The **CONTRACTOR** shall use carriage bolts mated with nuts and two (2) flat washers as shown in the side view of **Attachment 1 to Exhibit "A", Scope of Services, Plywood Boarding Panel Detail**. Washers are to be of sufficient size to fully accept the square portion of the bolt beneath the head. Bolt and mating hardware may be galvanized or cadmium plated.

Three-eighth inch by twelve-inch (3/8" x 12") carriage bolts shall be supplied with each two foot, eight inch (2' 8") door, three-foot (3'0") door, and glass sliding door covers. Three-eighth inch by ten-inch (3/8" x 10") bolts shall be supplied with other door types.

4.2.2.5 Use of Lumber to Secure the Plywood Cover

The **CONTRACTOR** shall use two inch by four inch (2" x 4") graded lumber for securing the plywood cover. The two by four (2" x 4") should be a minimum of sixteen inches (16") longer than the width of the plywood cover.

Note: Two by four's (2" x 4"s) shall be drilled with one-half inch (1/2") diameter holes that line up with the holes in the plywood covers.

4.2.2.6 Securing of Buildings

If the front entry door is missing, it shall be secured as delineated in Section **4.2.2.3 Drilling of Holes and Use of Nails**. Further the door shall be equipped with two (2) hinges complete with hasp, lock and two (2) keys to be provided to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**. Two by four (2 x 4) studs shall be secured to each side of the door openings.

4.2.2.7 Securing Openings

All windows, doors, and other openings through which access to the interior of the building may be made shall be secured by board-up. All window board-ups shall be cut to fit inside the concrete block openings with a maximum one-eighth inch (1/8") clearance. All door board-ups shall be cut to fit inside door frame openings with a maximum one-eighth inch (1/8") clearance. The **CONTRACTOR** shall provide cut-outs to enable locks and/or latches to be utilized to access the interior of the building or improvement.

4.2.2.8 Assembly of Board-Up Panels

All board-ups shall be assembled according to the drawing attached in **Attachment 1 to Exhibit "A", Scope of Services, Plywood Boarding Panel Detail**.

4.2.2.9 Framing of Non Standard or Unframed Openings

For non-standard or unframed openings, the **CONTRACTOR** shall install framing suitable for support of plywood panels. The framing shall provide a base having strength consistent with or greater than that of the surrounding building. Framing shall be secured to permanent component of the structure.

4.2.2.10 Board-Up of Windows, Doors, and Any Other Openings

Board-up of windows, doors, and any other openings specified in the work authorization shall be boarded up in such a manner that the completed board-up does not present any safety or contamination hazard to the general public or **DEPARTMENT** personnel.

Note: Upon work authorization from the **Department's Project Manager (or his/her designee)**, the **CONTRACTOR** may be required to remove security board-ups to allow access to buildings(s) by **DEPARTMENT** personnel, Consultants, and/or other vendors. The **CONTRACTOR** shall be responsible for ensuring all persons and animals have vacated a building prior to re-securing the site.

4.2.2.11 Specifications for Securing of Swimming Pools

All Miami-Dade and Monroe County ordinances, regulations, codes or other directives pertaining to the securing of pools which are in effect at the time the work is undertaken shall be followed.

4.2.2.11.1 Boarding-Up of In Ground Pools

The perimeter of the pool shall be framed with 2" x 6" lumber. The various lengths of lumber utilized shall be tied together with 2" x 6" lumber cleats extending at least six (6) inches on either side of the joint.

When the framing is complete, steel concrete reinforcing mesh shall be securely attached to the top of the lumber frame. This material is commonly known as "10 gauge 6-6 road reinforcing mesh". It is fabricated of ten (10) gauge steel wire so as to form openings six (6) inches on each side. This is a minimum acceptable material. Similar steel mesh which provides smaller openings may be used if approved by the **Department's Project Manager (or his/her designee)**.

4.2.2.11.2 Boarding-Up of Above Ground Pools

The reinforcing mesh referred to in the previous paragraph, 10 gauge 6-6 road reinforcing mesh, shall be placed across the top of the pool. Sufficient mesh must be used to allow the mesh to be bent down the outside of the pool walls for a minimum distance of twenty four inches (24") from the top. The mesh must then be secured with steel or iron wire to prevent the mesh from being removed.

4.2.2.11.3 Boarding-Up of Decorative Ponds

Decorative ponds, pools, etc. which are part of a landscaping plan must be secured if they cannot be permanently drained and if they are more than six (6) inches deep. The technique described for securing in ground pools should be used.

4.2.3 Specifications for Locksmith Services

The **CONTRACTOR** shall be responsible for locksmith services for securing of buildings. Locksmith services shall be coordinated with board-up services as directed in work authorizations issued by the **Department's Project Manager (or his/her designee)**.

4.2.4 Specifications for Mowing and Trash Removal

The **CONTRACTOR** shall be responsible for one time clearing of all trees less than two (2) inches in diameter (measured at a point three (3) feet above ground level) and cut (if necessary), maintenance mowing of all green areas and trash removal, edging of all improved surfaces, trimming of shrubbery, trimming of trees to maintain four (4) branch height clearance of seven (7) feet where applicable, weed control in mantel beds, clean up of clippings, leaves and debris generated by workers during work.

4.2.4.1 One time Lot Clearing and/or Trash Removal Services

Shall be coordinated as directed in work authorizations issued by the **Department's Project Manager (or his/her designee)**.

4.2.4.2 Maintenance Mowing

Shall be performed as requested by the **Department's Project Manager (or his/her designee)** in accordance with project limits. When the **DEPARTMENT** acquires contiguous lots, these lots shall be considered one lot for the purpose of lot total size.

4.2.5 Specifications, Construction Methods and Quality of Work for Fencing, Gates and Temporary Concrete Barriers

- 4.2.5.1** All guardrails, fences, gates, and/or pre-cast concrete temporary barrier walls work shall be accomplished in accordance with the **Department's** current Design Standards, unless otherwise requested by the **Department's Project Manager (or his/her designee)** and noted in the **Letter of Authorization**. Refer to **Attachments 1 through 6 to Exhibit "A", Scope of Services** for the State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System; (thirty-two (32) pages).
- 4.2.5.2** All work and materials used for guardrails, fences, gates, and/or pre-cast concrete temporary barrier walls work shall be installed in strict compliance with the below current **Department's Design Standards** unless otherwise requested by the **Department's Project Manager (or his/her designee) (or his/her designee)** and noted in the **Letter of Authorization**.
- 4.2.5.3** The **Department's Design Standards dated 2017-2018**, are hereby attached and made part of this **Contract/Agreement as Attachments 2 through 6 to Exhibit "A", Scope of Services**.
- 4.2.5.3.1** **Attachment 2 to Exhibit "A", Scope of Services – Guardrail** [Index no. 400 (twenty-six (22) pages)]
- 4.2.5.3.2** **Attachment 3 to Exhibit "A", Scope of Services – Temporary Concrete Barrier** [Index no. 415 (seven (7) pages)]
- 4.2.5.3.3** **Attachment 4 to Exhibit "A", Scope of Services – Fence Location** [Index no. 800 (two (2) pages)]
- 4.2.5.3.4** **Attachment 5 to Exhibit "A", Scope of Services – Fence Type B** [Index no. 802(three (3) pages)]
- 4.2.5.3.5** **Attachment 6 to Exhibit "A", Scope of Services – Cantilever Slide Gate Type B Fence** [Index no. 803 (one (1) page)]
- 4.2.5.3.6** **Design Standards Modifications (2017-2018 Booklet) - Effective Date May 7, 2018.**
- 4.2.5.4** All guardrails, fences, gates, and /or pre-cast concrete temporary barrier walls shall be installed on the same alignment as those removed, or as exhibited on the right-of-way maps, or as directed by the **Department's Project Manager (or his/her designee)** in the **Letter of Authorization**.
- 4.2.5.5** All fences, and/or pre-cast concrete temporary barrier walls shall be installed at a uniform height. Fences shall be tensioned with both, top and bottom lines, and pull, end, and corner posts set in a vertical direction and driven to a proper depth. Fence posts must be driven in to a sufficient depth as to properly secure the post (fence posts need not be set in a concrete base unless requested by the **Department's Project Manager (or his/her designee)**). The minimum acceptable depths are as follows:

4.2.5.4.1 Corner, Pull, and End posts three feet (3').

4.2.5.4.2 Line posts two feet (2').

4.2.5.6 The **CONTRACTOR** may elect to use a single material, or a combination of material types as per **Type B fence** in accordance with the **Department's Design Standards, Fence Type B Standard Specifications – General Notes, item 5.**

4.2.5.7 Wooden fences must be made pressure-treated pine. Posts must be properly set in a concrete base, and have a maximum separation of four feet (4') between posts. The framing must include the following: four by four (4x4) posts, two by four (2x4) frame, and one by six (1x6) or one by eight (1x8) boards.

4.2.5.8 The alignment/fence line shall be cleared of all obstructions as specified.

4.2.5.9 **Maintenance of Traffic**, the **CONTRACTOR** will be responsible for the maintenance of traffic during the installation/maintenance of fences, guardrails, and/or pre-cast concrete temporary barrier walls; the installation of traffic control and safety devices, lane closures, and any other required measure to ensure the safe and expeditious follow of traffic as called for by the **Department's Project Manager (or his/her designee)**. All traffic management shall be in accordance with the latest guidelines in the Standard Specifications for Road and Bridge Construction.

Note: All cost associated with the maintenance of traffic for each job shall be included in the cost of the work items to be performed at that location.

4.2.6 Miscellaneous Property Maintenance Services.

The **CONTRACTOR** shall provide miscellaneous property maintenance services to include, but not limited to:

- 4.2.6.1 Dismantling or installation of all types of sheds
- 4.2.6.2 Dismantling or installation of all types of signs
- 4.2.6.3 Clearing of trees and shrubs
- 4.2.6.4 Maintenance, repairs including removal of irrigation piping
- 4.2.6.5 Cutting and recapping of irrigation piping
- 4.2.6.6 General Carpentry
- 4.2.6.7 Masonry/concrete work
- 4.2.6.8 Roofing Repairs and maintenance to include all type roofing materials
- 4.2.6.9 Provide painting services, including graffiti removal
- 4.2.6.10 Air Conditioning (A/C) Mechanic
- 4.2.6.11 Freon Recovery
- 4.2.6.12 Plumbing repair and maintenance
- 4.2.6.13 Disconnecting of electrical service to buildings
- 4.2.6.14 Disconnecting of electrical service to yard lighting
- 4.2.6.15 Disconnecting of electrical service to signs
- 4.2.6.16 General labor
- 4.2.6.17 Pest/rodent control and
- 4.2.6.18 Security Guards
- 4.2.6.19 Oil/Chemical removal
- 4.2.6.20 Installation of plastic low visibility fence
- 4.2.6.21 Mechanical and electrical services

4.2.6.22 Parts, equipment and supplies within the limits of the **Exhibit “C”, Bid Blank** and as authorized by the **Letter of Authorization** for the necessary upkeep/maintenance as needed as well as all additional services that may later be added as negotiated with the **CONTRACTOR** and the end the **DEPARTMENT** and/or the **Department’s Project Manager (or his/her designee)**.

4.2.7 Disposal of Materials/Trash/Debris

4.2.7.1 The **CONTRACTOR** will be responsible for the collection, consolidation and the removal of all materials/trash/debris generated by the board-up/locksmith, fencing, landscaping & maintenance, trash removal operations and any other miscellaneous services provided.

4.2.7.2 All materials/trash/debris must be removed from the right-of-way.

4.2.7.3 All materials/trash/debris removed from buildings, shall be removed from the site daily unless otherwise allowed by the **Department’s Project Manager (or his/her designee)**.

4.2.7.4 The **CONTRACTOR** shall dispose of all materials/trash/debris in a safe and efficient manner in accordance with all local, state and federal regulations.

4.2.7.5 The **CONTRACTOR** shall provide landfill receipts as proof that rubble, debris, litter, trash, tires and any other materials and trash generated and collected as a result of the services provided are properly disposed of.

4.2.7.6 If there any materials/trash/debris salvaged, the **CONTRACTOR** shall provide an affidavit, which explains the ultimate disposal of these materials/trash/debris.

4.2.7.7 Recycling of salvageable materials is encouraged.

4.2.7.8 Tire Disposal - Particular care must be taken with the disposal of tires. The **CONTRACTOR** shall dispose of tires at a proper waste facility and submit waste disposal receipts with invoices prior to approval and payment of services.

4.2.8 Installed Items

All items installed to the real estate shall remain the property of the State of Florida Department of Transportation

4.2.9 Work Quality

4.2.9.1 All services, work materials and supplies (if applicable) furnished under this **Contract/Agreement** shall be free from defects in material and/or workmanship upon delivery, and shall be performed in a competent, good workmanlike manner and in accordance with good trade practices and local, state and federal codes.

4.2.9.2 All contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement** must be performed by or under the direction of a person qualified or licensed as specified in this **Contract/Agreement** and any other local, state and federal laws,

regulations and guidelines that apply to the type of services being performed.

4.2.9.3 The **CONTRACTOR** certifies that the services that they shall provide under this **Contract/Agreement** shall include, but not be limited to any of the following **which are applicable**: those operations necessary for mobilization, the movement of personnel, equipment, supplies, expertise, incidentals, permits, notifications, and fees associated with such notifications, if any. These services will be required on an as-needed basis with no minimum amount of work guaranteed.

4.2.9.4 The **CONTRACTOR** shall furnish to the Florida Department of Transportation (FDOT) the services required at the rates that are depicted in the **Exhibit "C" Bid Blank** attached hereto and made a part hereof.

4.2.9.5 The **CONTRACTOR** agrees to bill the **DEPARTMENT** for the services provided at the rates established in the **Exhibit "C" Bid Blank**. Pay rates shall include overhead, profits, travel, administrative expenses, materials, equipment, insurance, bonding and all other incidentals and all direct and indirect costs required to complete the contractual services under this **Contract/Agreement**. However in any instance where the **Department's Project Manager (or his/her designee)** clearly depicts that any service, material or equipment is considered an additional expense as requested on the Contract/Agreement, payment shall be allowed under this **Contract/Agreement** after approval by the **Department's Project Manager (or his/her designee)**, on a case by case basis.

4.2.10 **Water & Electric Supply**

4.2.10.1 Should water be necessary, it must be obtained from an outside source, i.e. water truck, fire hydrant, or a temporary meter obtained from a utility agency.

4.2.10.2 Electric service must be obtained from an outside source, i.e. a generator, or a temporary pole must be erected. All costs incurred are the responsibility of the **CONTRACTOR**. Approval and permits must be granted from respective agencies and/or utility providers to the **CONTRACTOR**.

4.2.11 **Permits**

The **CONTRACTOR** shall, at their expense obtain all required permits from the city, county, local, state, federal or other public authorities needed to perform all authorized services.

4.3 **Work Supervision and Supervisor Requirements**

4.3.1 **Qualified Supervisor**

The **CONTRACTOR** shall have a qualified, responsible Supervisor for all locations where the contractual services are being performed/provided.

4.3.2 **On-Site Supervisor**

The **CONTRACTOR** shall provide at least one (1) on-site representative, such as a foreman or a management level person or other authorized representative for all locations where the Contractual Services are being performed/provided to ensure continued compliance with these specifications and for the purpose of supervising,

training, scheduling and coordinating the required services with the **Department** and/or the **Department's Project Manager (or his/her designee)**..

- 4.3.3 Any work supervision or supervisor requirements shall be in accordance with the contractual services being performed/provided by the **CONTRACTOR** as described in the this **Contract/Agreement**.
- 4.3.4 The **Contractor's** Supervisor shall be responsible for notifying the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** of any and all emergencies and problems.
- 4.3.5 The **Contractor's** prospective Supervisor(s)/Project Manager(s) shall be available to meet with the **Department's Project Manager (or his/her designee)** at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to the **CONTRACTOR** assuming the responsibilities of this **Contract/Agreement**. This time spent shall not be billable to the **DEPARTMENT**.
- 4.3.6 If during the term of this **Contract/Agreement**, a Supervisor(s)/Project Manager(s) is to be employed by the **CONTRACTOR** to meet the provisions of the **Contractor's** Supervisor(s)/Project Manager(s) the individual(s) shall be available to meet with the **Department's Project Manager (or his/her designee)** at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to the **Contractor's** new Supervisor(s)/Project Manager(s) assuming the responsibilities of this **Contract/Agreement**. This time spent shall not be billable to the **DEPARTMENT**.

4.4 **Sub-Contractor(s)/Sub-Consultant(s)**

- 4.4.1 The **CONTRACTOR** may employ a qualified **Sub-Contractor(s)/Sub-Consultant(s)**, not otherwise named in the **Contract/Agreement** that is necessary to the completion of the tasks outlined herein.
- 4.4.2 All **Sub-Contractor(s)/Sub-Consultant(s)** whether it is an individual or a firm must be approved and qualified by the **DEPARTMENT** prior to the initiation of any work.
- 4.4.3 The **CONTRACTOR** shall provide the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** with copies of the names and addresses for all **Sub-Contractor(s)/Sub-Consultant(s)** or employees who shall be performing the work as required.
- 4.4.4 The **CONTRACTOR** shall be fully responsible for the satisfactory completion of all subcontracted work.
- 4.4.5 The **CONTRACTOR** will be responsible for the management, scheduling, and administration of all **Sub-Contractor(s)/Sub-Consultant(s)**, including invoice processing and payment of the **Sub-Contractor(s)/Sub-Consultant(s)**.

4.5 **Communications**

4.5.1 **Pre-Work Conference**

The **CONTRACTOR** shall be required to submit the following items to the **DEPARTMENT**, at the pre-work conference:

4.5.2 Contact Information

- 4.5.2.1 The name of the **Contractor's** Supervisor(s)/Project Manager(s) assigned to this **Contract/Agreement**, along with their work telephone number(s), cellular phone(s) and/or beeper(s) number(s).
- 4.5.2.2 The **DEPARTMENT** shall be advised at all times as to the identification and means of contacting the **Contractor's** Supervisor(s)/Project Manager(s) during the term of this **Contract/Agreement**.
- 4.5.2.3 Cellular and beeper number(s) for all personnel responsible for answering and responding to the needs of the **DEPARTMENT** in accordance with the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**.

4.5.3 Work Hours

The **CONTRACTOR** may expect to have normal work hours in the performance of these services. However, some buildings or properties identified may require night or weekend work due to project construction, tenant relations, or emergency security measures.

Day work hours shall be from 8:00 a.m. to 5:00 p.m.

Night work hours shall be from 5:00 p.m. to 8:00 a.m.

Weekend work shall be anytime Saturday or Sunday.

4.5.4 Progress Meetings

The **CONTRACTOR** and their Supervisor(s)/Project Manager(s) shall be required to meet with the **Department's Project Manager (or his/her designee)** for a formal progress meeting as determined by the **Department's Project Manager (or his/her designee)**. Meetings will be scheduled on dates agreed upon by the **CONTRACTOR** and the **Department's Project Manager (or his/her designee)**. Dates shall be determined at the Pre-Work Conference. The **DEPARTMENT** reserves the right to call for additional meetings at any time during the term of this **Contract/Agreement**.

4.5.5 Response Time

- 4.5.5.1 The **Contractor's** Supervisor(s)/Project Manager(s) shall respond by telephone within one (1) hour after receiving a call from the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, and if required shall be present at the location in question within two (2) hours after being contacted by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**.
- 4.5.5.2 The time frame for each work assignment shall be stated in each **Letter of Authorization** issued.

4.6 License and Insurance Qualifications

- 4.6.1 The **CONTRACTOR** shall be required to submit the following along with their sealed bid:
 - 4.6.1.1 The bidder shall be required to submit a notarized statement confirming that the firm has been actively engaged in making available (most of the

requested services) for a minimum of three (3) years.

- 4.6.1.2 The bidder shall be required to submit proof that the bidding firm (not the individual) is licensed and authorized to do business in the State of Florida.
- 4.6.1.3 The bidder shall provide at least five (5) reference checks of companies that the bidding firm has done business with within the past three (3) years. These shall not be related to the bidding firm. References must include contact names, company name, address, telephone number and the date the work was performed.
- 4.6.1.4 The bidder must submit, with their bid, a current letter from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the bidder's present ability to obtain a performance bond in the amount of **fifty thousand dollars (\$50,000.00)**.
- 4.6.1.5 The bidder shall submit a listing of jobs completed within the last three (3) years. The bidder shall make note of the type of work performed, the company who they performed the work for and the dollar amount of the work performed.
- 4.6.1.6 The bidder shall submit proof of the licenses for the members of their team or sub-contractors that will be performing the following:
 - 4.6.1.6.1 That the company performing the Freon gas recovery is certified to recover refrigerant by the U.S. Environmental Agency and has a Miami-Dade Department of Environmental Management Resources, Miami-Dade Regulatory and Economic Services, Stratospheric Ozone Protection Program Annual Operating Permit to recover refrigerant.
 - 4.6.1.6.2 A current Florida Department of Business & Professional Regulation - State of Florida Certified General Contractors License pursuant to Sections 489.105, Division 1,(a), Florida Statutes,
 - 4.6.1.6.3 A current Florida Department of Business & Professional Regulation - State of Florida Certified Electrical Contractors License pursuant to Sections 489.505, (12), Florida Statutes,
 - 4.6.1.6.4 A current Florida Department of Business & Professional Regulation - State of Florida Certified Plumbing Contractors License pursuant to Sections 489.105, 3(m), Florida Statutes,
 - 4.6.1.6.5 A current Florida Department of Business & Professional Regulation - State of Florida Certified Class "A" Air Conditioning Contractors License pursuant to Sections 489.105, 3(f), Florida Statutes,
 - 4.6.1.6.6 A current Florida Department of Business & Professional Regulation – State of Florida Certified Roofing Contractor License pursuant to Sections 489.105, 3(e), Florida Statutes

- 4.6.2 The **CONTRACTOR and/or sub-consultants** must hold the licenses necessary to provide the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement** in Miami-Dade and Monroe counties.
- 4.6.3 The **CONTRACTOR** shall certify that skilled employees and/or **Sub-Contractor(s)/Sub-Consultant(s)** who possess the necessary licenses, as required by law to perform the work, shall provide the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement** and any other services that may be required.
- 4.6.4 The **CONTRACTOR** shall be required to provide the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** with the required types of insurance in the limits as stated in this **Contract/Agreement**.
- 4.6.5 The **CONTRACTOR** must carry and keep in force during the period of this **Contract/Agreement** a general liability insurance policy or policies with a company authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least **two hundred thousand dollars (\$200,000.00)** per person and **three hundred thousand dollars (\$300,000.00)** each occurrence, and property damage insurance of at least **two hundred thousand dollars (\$200,000.00)** each occurrence, for the services to be rendered in accordance with this **Contract/Agreement**.
- 4.6.6 The **CONTRACTOR** shall provide the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** with a current Certificate of Workman's Compensation Insurance during the period of the **Contract/Agreement** and any subsequent renewals. A certificate from an eligible underwriter indicating proof of coverage shall be submitted with each bid to ensure required coverage.
- 4.6.7 All records, insurance and licenses must be current and will be kept on file for the duration of this **Contract/Agreement**, and will be provided within twenty four (24) hours upon request by the **DEPARTMENT and/or the Department's Project Manager (or his/her designee)**.

4.7 **Security/Safety**

- 4.7.1 All mowing equipment must be equipped with safety devices to prevent flying debris.
- 4.7.2 The **CONTRACTOR** shall utilize proper safety measures to ensure the proper protection for persons and property at all times.
- 4.7.3 The **CONTRACTOR** is responsible for ensuring that all equipment used shall be maintained in a safe and efficient manner in accordance with all local, state and federal laws, regulations and guidelines pertaining to providing the required services.
- 4.7.4 All equipment used to perform the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement** and any other services that may be required must be maintained and utilized in conformance with all Occupational Safety and Health Administration (OSHA) safety standards and manufacturer's directions. Safety equipment in accordance with Occupational Safety and Health Administration (OSHA) safety standards shall be furnished to and used by all the **Contractor's** personnel. The presence of conforming safety equipment or devices shall not relieve the **CONTRACTOR** of responsibility or liability for injury to persons or damage to property caused by the operation of any equipment.

- 4.7.5 The **CONTRACTOR** shall be responsible for ensuring that all its safety practices are in accordance with **OSHA (Occupational Safety and Hazard Act [Administration])**.
- 4.7.6 The **CONTRACTOR** is responsible for any injury to person(s) or damage to property(ies) that may occur in performing any of the contractual services being performed/provided by the **CONTRACTOR** under this **Contract/Agreement**.
- 4.7.7 At the conclusion of a workday, the **Contractor/Contractor's Personnel** must leave the work area so that no safety hazard is present. The **DEPARTMENT** assumes no liability for any equipment, personal belongings or personal effects left on **DEPARTMENT** property/site overnight.
- 4.7.8 The **CONTRACTOR** is solely responsible for the safety of all its' personnel during their working hours that they are present in a **DEPARTMENT** location.
- 4.7.9 The **CONTRACTOR** shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) that the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**.
- 4.7.10 The **CONTRACTOR** is responsible for the security of the **Department's** property if the **CONTRACTOR** is performing/providing the contractual services as described in this **Contract/Agreement** during non-business hours.
- 4.7.11 If any deficiency may cause harm to life, property or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act (A.D.A.), Occupational Safety and Health Administration (O.S.H.A.) or otherwise contained herein, the Department may take immediate corrective action(s) as required, and the **CONTRACTOR** shall be responsible for the burden of any of these direct and any associated and/or indirect costs

4.8 **Location of the Contractor**

The **CONTRACTOR** shall be stationed locally to work directly with the **DEPARTMENT** and/or **the Department's Project Manager (or his/her designee)** during the term of this **Contract/Agreement**.

4.9 **Timely Completion of Service**

The **CONTRACTOR** by acceptance of this **Contract/Agreement** hereby guarantees that they shall comply with all scheduled times and requirements as specified in this **Contract/Agreement** and any subsequent additions.

4.10 **Delays in Completing Services**

4.10.1 The **CONTRACTOR** shall not be under any obligation to any liability for failure to carry out any of the terms of this **Contract/Agreement** to the extent that such failure shall be due to:

4.10.1.1 The operation and effect of rules, regulations or orders promulgated by any commission, municipality, or governmental agency of any state or the United States or subdivision thereof.

4.10.1.2 A restraining order, injunction, or similar decree of any court.

4.10.1.3 Any extreme condition or natural disasters as listed below:

- 4.10.1.3.1 Hurricane
- 4.10.1.3.2 Storm
- 4.10.1.3.3 Flood
- 4.10.1.3.4 Tornado
- 4.10.1.3.5 Earthquake
- 4.10.1.3.6 War
- 4.10.1.3.7 Fire
- 4.10.1.3.8 Sabotage
- 4.10.1.3.9 Or any other cause (not including labor problems of **CONTRACTOR**) not within the control of **CONTRACTOR**, and which, by the exercise of reasonable diligence, **CONTRACTOR** is unable to prevent.

4.11 Work Stoppage

If extreme weather, tenant delays, or other conditions prevent the **CONTRACTOR** from the timely completion of a task, the **CONTRACTOR** shall inform the **Department's Project Manager (or his/her designee)** prior to stopping work and obtain a new completion date within twenty-four (24) hours of work stoppage. The new completion date must be approved in writing by the **Department's Project Manager (or his/her designee)**.

4.12 Method of Operation

4.12.1 If the procedural regulations referenced herein are revised or superseded before the services by the **CONTRACTOR** are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.

4.12.2 The following procedures shall apply:

The **CONTRACTOR**, will ensure that the **Contractor's Personnel, Sub-Contractor(s)/Sub-Consultant(s)** shall furnish all of the following required to conduct the appropriate work tasks as required:

- 4.12.2.1 All labor, services, materials, equipment, machinery, tools, apparatus, expertise, means of transportation, travel, supplies, incidentals, supervision, notifications and any other items required to perform the services as specified in this **Contract/Agreement**. This shall include giving all the required notices to all local, state and federal agencies and the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**.
- 4.12.2.2 The **CONTRACTOR** shall be responsible for the safe and efficient service as requested by the Department of Transportation.
- 4.12.2.3 The **CONTRACTOR** shall adhere to all other applicable local, state and federal laws, regulations, and guidelines pertaining to the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**.
- 4.12.2.4 All work shall be accomplished in accordance with Florida Department of Transportation (FDOT) procedures and all applicable local, state and federal regulations and requirements for the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**. This includes, but is not limited to:

- 4.12.2.4.1 All applicable Florida Statutes and Florida Administrative Codes (F.A.C.) and any other appropriate agency guidelines or recommendations.
- 4.12.2.4.2 All applicable sections for the CFR (Code of Federal Regulations).
- 4.12.2.4.3 OSHA (Occupational Safety and Health Administration).
- 4.12.2.4.4 Americans with Disabilities Act (A.D.A.).
- 4.12.2.4.5 All Applicable sections of The Florida Department of Labor and Employment Security (FDLES) Standard Specifications for the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**.
- 4.12.2.5 The **CONTRACTOR** shall have a fleet of equipment of a sufficient size to support this **Contract/Agreement**. Required equipment downtime for maintenance and/or repairs should not prevent the **CONTRACTOR** from satisfying all of the terms of this **Contract/Agreement**.
- 4.12.2.6 The **CONTRACTOR Contractor's Personnel, Sub-Contractor(s)/Sub-Consultant(s)** shall limit all their operations, including parking of vehicles, to the area specified by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**. There shall be no parking at anytime in the handicapped parking spaces without the required permit. Parking is not allowed on any grassy areas. The **CONTRACTOR** shall be responsible for notifying their personnel of these regulations.
- 4.12.2.7 The **Contractor, Contractor's Personnel, Sub-Contractor(s)/Sub-Consultant(s)** shall abide by any safety rules, instructions, requirements or directives in an area of the **DEPARTMENT**, especially those areas where construction is being performed on **DEPARTMENT** property i.e. no employee shall pass through areas identified as work zones which have been cornered off.

4.13 Notifications

4.13.1 Required Notifications

All notifications, including any changes to personnel, shall be in writing and signed by the **CONTRACTOR**. A copy of all required notifications sent shall be provided by hand delivery or sent via certified mail and proof of proper delivery must be submitted to the **Department's Project Manager (or his/her designee)** within five (5) business days of such delivery for review and ensuring proper notification.

4.13.2 Emergency Notifications

4.13.2.1 The **CONTRACTOR** or their employees or **Sub-Contractor(s)/Sub-Consultant(s)** shall immediately report any emergency to the **Department's Project Manager (or his/her designee)** while providing services to the **DEPARTMENT**.

4.13.2.2 If the emergency involves the **Contractor, Contractor's Personnel** or their **Sub-Contractor(s)/Sub-Consultant(s)** or their personnel the person involved shall not resume work except by written direction from the

DEPARTMENT and/or the Department's Project Manager (or his/her designee).

4.13.3 Damages and Department Notification

4.13.3.1 Damaged Pavement/Sidewalk

The **CONTRACTOR** shall be responsible for the repair of any damages to paved areas or sidewalk that occur as a result of the work being performed, accidents, or negligence on the part of the **CONTRACTOR** or any of its **Sub-Contractor(s)/Sub-Consultant(s)** at that location.

4.13.3.2 The **Contractor's** Supervisor(s)/Project Manager(s) shall immediately report any disorder, breakage or damages to the **Department's Project Manager (or his/her designee)** which occurred while the contractual services were being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**.

4.13.3.3 The **CONTRACTOR** shall be responsible for any and all damages caused by its employees.

4.13.3.4 In the event that it is proven that the **CONTRACTOR** was a fault for any missing, defaced or destroyed **DEPARTMENT** property due to neglect or non-observance of responsibility and/or procedure, the **CONTRACTOR** shall be held liable and accept the responsibility for the replacement/repair of said **DEPARTMENT** property. Examples may include, but are not limited to:

4.13.3.4.1 Failure to lock doors/gates

4.13.3.4.2 Non-observance of unauthorized personnel within **DEPARTMENT** premises.

4.13.3.4.3 Allowing unauthorized personnel to gain access to **DEPARTMENT** premises.

4.13.3.4.4 Failure to take appropriate action(s) for prevailing events such as fire, burglary or vandalism.

4.14 Relocations

No **DEPARTMENT** equipment (through this **Contract/Agreement** or by other means) may be moved or relocated by the **CONTRACTOR**, **Contractor's personnel** or their **Sub-Contractor(s)/Sub-Consultant(s)** or their personnel unless so authorized in writing by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**. The **Contractor** shall notify the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** in writing, of the proposed site for relocation of any equipment. The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall have the unqualified right to approve or reject the proposed move or relocation. Further, the **CONTRACTOR** shall not place or relocate any such equipment in a location unless, and until written approval to do so has been received from the **Department's Project Manager (or his/her designee)**.

4.15 Contractor's Personnel Requirement

The **CONTRACTOR** shall be required to provide the personnel to fulfill the requirements of this **Contact/Agreement**.

The **CONTRACTOR** shall submit a written list of and secure prior approval of the personnel the **CONTRACTOR** plans to utilize as providing significant assistance for each Task Assignment.

The **Contractor's** work shall be performed and/or directed by the personnel identified by the **CONTRACTOR** and submitted to the **DEPARTMENT**.

4.15.1 Qualified Personnel

The **CONTRACTOR** shall be responsible for providing competent and committed personnel who are qualified, reliable and properly trained at appropriate levels of skill and utilization to perform the routine and additional contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement** and accept the responsibilities and duties of this **Contract/Agreement** for the period stated, beginning on the date noted in the Notice to Proceed, and shall conform to and abide by the specifications stated herein.

4.15.2 Number of Personnel

The **CONTRACTOR** will be responsible for supplying as many personnel as needed to meet the requirements of this **Contract/Agreement**.

4.15.3 Monitoring of Personnel

4.15.3.1 The **CONTRACTOR** will continuously monitor personnel performance as part of its own management activity.

4.15.3.2 The **CONTRACTOR** shall ensure that any and all personnel shall restrict their access to the **DEPARTMENT** to the designated areas for services to be provided. The **CONTRACTOR** shall further guarantee that any and all personnel shall not roam about **DEPARTMENT** facilities or enter another area of the **DEPARTMENT** unless authorized by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**.

4.15.3.3 The **CONTRACTOR** shall guarantee to the **DEPARTMENT** that its personnel shall not spend excessive time at any location socializing with Department of Transportation personnel.

4.15.4 Changes in Personnel

The **CONTRACTOR** shall provide the **DEPARTMENT** with a Project Manager for the life of the **Contract/Agreement**. Any changes to the **Contractor's** Project Manager or any of the other indicated personnel in charge of the work shall be subject to review and approval by the **DEPARTMENT** in writing before performing any billable services.

4.16 Contractor's Warranty

4.16.1 The **CONTRACTOR** warrants to the **DEPARTMENT** that all services, and work materials furnished under this **Contract/Agreement** shall be free from defects in material and/or workmanship upon delivery, and shall be performed in a competent, good workmanlike manner and in accordance with good trade practices and local, state and federal codes.

- 4.16.2 The **CONTRACTOR** guarantees that upon completion of the services required by this **Contract/Agreement** the work areas shall be left in a clean, sanitary and safe condition.
- 4.16.3 The **CONTRACTOR** agrees that satisfactory completion of each job assignment will be performed and approved by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** before the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** approve and process the **Contractor's** invoices for payment.
- 4.16.4 If any failure to meet the foregoing warrant appears the **CONTRACTOR** will, upon written notification, either correctly perform the service identified, replace the defective material supplied, or credit the **DEPARTMENT** for the services not performed. The **Department's Project Manager (or his/her designee)** shall have the right to determine which course of correction should be taken.

5.0 **CONTRACT ADMINISTRATION**

The **CONTRACTOR** shall be responsible to provide **District-wide Right-of-Way property management maintenance services** as described in this **Exhibit "A", Scope of Services and Attachments 1 through 6 to Exhibit "A", Scope of Services**.

These responsibilities shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management required to optimize services and support in compliance with terms specified herein.

5.1 **Term and Renewals**

- 5.1.1 This is an **Indefinite Quantity Contract/Agreement** where the **CONTRACTOR** agrees to furnish services for the Florida Department of Transportation, District Six during a prescribed period of time. The specific period of time completes such a **Contract/Agreement**, unless services are terminated.
- 5.1.2 The term of this **Contract/Agreement** shall begin on the date the Notice to Proceed is given and shall continue for a period of **thirty-six (36) months**
- 5.1.3 This **Contract/Agreement** may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- 5.1.4 Renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. If a renewal is desired, it must be agreed to and executed by the **DEPARTMENT** and the **CONTRACTOR** prior to the expiration of this **Contract/Agreement**.
- 5.1.5 Renewal of the **Contract/Agreement** shall be in writing and shall be subject to the same terms and conditions set forth herein or if renegotiation occurs of price and/or services, changes shall be documented and made part of this **Contract/Agreement**.

5.2 **Authorization of Work and Length of Services**

- 5.2.1 This is an Agreement for district-wide right-of-way property management maintenance services where services will be authorized and funds encumbered via **Letter of Authorization**.
- 5.2.2 The **DEPARTMENT** shall issue a formal Notice to Proceed authorizing the

CONTRACTOR to begin work on a specific date. No work shall be undertaken by the **CONTRACTOR** unless it has been authorized in writing from the **Department's Project Manager (or his/her designee)**. The **Department's Project Manager (or his/her designee)** based on need and availability of budget shall authorize services.

- 5.2.3 Subsequent to the official Notice to Proceed the **Department's Project Manager (or his/her designee)** shall request services by **Letter of Authorization**. Work shall not begin until the **CONTRACTOR** is in receipt of a **Letter of Authorization**.
- 5.2.4 As of the date of the receipt of the **Letter of Authorization**, the **CONTRACTOR** shall have ten (10) calendar days to complete the work, unless it is an emergency securing of the right-of-way and specifically stated as such in the **Letter of Authorization**. In such cases, the **Letter of Authorization** shall specify the time for work completion, which shall be less than ten (10) days.
- 5.2.5 Work elements may include any one, or all of the services defined in this **Contract/Agreement**. The **CONTRACTOR** shall submit an estimate of fees and a time schedule for tasks that are requested by the **DEPARTMENT**, prior to authorization by the **DEPARTMENT**.
- 5.2.6 Services to be provided by the **CONTRACTOR** under this **Contract/Agreement** shall be initiated and completed as directed by the **Department's Project Manager (or his/her designee)**.
- 5.2.7 The **Department's Project Manager (or his/her designee)** shall issue a **Letter of Authorization** for services under this **Contract/Agreement**.
- 5.2.8 A **Letter of Authorization** issued shall specify the following:
 - 5.2.8.1 A description of the work to be completed/services required.
 - 5.2.8.2 The date that the work shall begin.
 - 5.2.8.3 The length of time that it shall take to complete the services required.
 - 5.2.8.4 The amount to be paid to the **CONTRACTOR**, agreed upon by the **CONTRACTOR** and the **Department's Project Manager (or his/her designee)**.
- 5.2.9 Should the **DEPARTMENT** award this **Contract/Agreement** to more than one **CONTRACTOR**, the allocation of work will be at the discretion of the **Department's Project Manager (or his/her designee)**.

5.3 Amount of this Contract/Agreement

- 5.3.1 This is an Agreement for an Indefinite Quantity whereby the **CONTRACTOR** agrees to furnish services during a prescribed period of time. The **CONTRACTOR** shall provide services on an as-needed basis, as authorized in writing by the **Department's Project Manager (or his/her designee)**.
- 5.3.2 Details of the **Contractor's** billing rates for the performance of these services are contained in **Exhibit "C" Bid Blank** attached hereto and made a part hereof.
- 5.3.3 The **DEPARTMENT** does not guarantee any minimum or maximum quantities for this **Contract/Agreement**, and work to be performed cannot be identified at this time, quantities are undefined.

5.3.4 The **CONTRACTOR** understands and agrees the award of this **Contract/Agreement** does not necessarily grant the performance of any specific work.

5.4 **Reviews**

Throughout the term of the **Contract/Agreement**, the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** may conduct reviews of the work performed by the **CONTRACTOR** to verify that the project control and management procedures are assuring project performance with reasonable conformity with **DEPARTMENT** policies, specifications, and **Contract/Agreement** provisions. The **CONTRACTOR** will assist the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** in these reviews.

5.5 **Correction of Deficiencies**

When deficiencies are indicated in a review, the **CONTRACTOR** will immediately implement remedial action to eliminate the deficiencies. Remedial actions may include further training of the **Contractor's** personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.

5.6 **Non-compliance**

5.6.1 Failure to resolve discrepancies within a reasonable time frame may result in **CONTRACTOR** placement in non-compliance status as described in the Non-Compliance sections of this **Contract/Agreement** and the Florida Department of Transportation Contractual Services Standard Agreement.

5.6.2 Failure by the **CONTRACTOR** to comply with safety requirements accordance with **OSHA (Occupational Safety and Hazard Act [Administration])**, those identified by the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**, those stated in this **Contract/Agreement** and those that may later be added, shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **Contract/Agreement** termination.

5.6.3 Failure by the **CONTRACTOR** to comply with the rules and regulations stated in this **Contract/Agreement** and those that may later be added shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **Contract/Agreement** termination.

5.6.4 The parties recognize that timely performance by the **CONTRACTOR** is of the essence. Should the **CONTRACTOR** fail to perform the work specified in this **Contract/Agreement** and cause the **DEPARTMENT** to intervene to complete the work as specified, all costs incurred by the **DEPARTMENT** shall be charged to the **CONTRACTOR** and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **Contract/Agreement** termination.

5.6.5 If the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** determines that the performance of the **CONTRACTOR** is not satisfactory, the **DEPARTMENT** may terminate this **Contract/Agreement** as described in Section 6, of the **State of Florida Department of Transportation Contractual Services Standard Agreement**. Any necessary default action will be processed in accordance with the Department of Management Services FAC Rule 60A-1.006(3).

5.6.6 In the event of default by the **CONTRACTOR**, the **Contractor's** bonding company shall immediately assume responsibility for the services being provided under this **Contract/Agreement**. In addition the **Contractor's** bonding company shall provide

supplies and labor as specified in this **Contract/Agreement** as quickly as possible. If the **DEPARTMENT** must provide supplies or services during this period, all costs incurred by the **DEPARTMENT** shall be charged to the **CONTRACTOR** or their bonding company.

- 5.6.7 In either event, intervention or default, all payment to the **CONTRACTOR** shall stop during the time involved and the **DEPARTMENT** shall hold all payment due to the **CONTRACTOR** until cost to the **DEPARTMENT** is satisfied. The **DEPARTMENT** reserves the right to deduct such costs from any payment due to the **CONTRACTOR**.
- 5.6.8 If the **CONTRACTOR** fails to comply with the provisions of the section entitled **CONTRACTOR Responsibilities** in this **Contract/Agreement** and it is not immediately corrected, the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **Contract/Agreement** termination.
- 5.6.9 If at any time during the course of this **Contract/Agreement** the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** brings to the attention of the **CONTRACTOR** a violation of any of the sections in this **Contract/Agreement** and the violation is not corrected within **twenty four (24) hours** the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **Contract/Agreement** termination.
- 5.6.10 If the **CONTRACTOR** repeats any violation of this **Contract/Agreement** more than three (3) times the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **Contract/Agreement** termination.

5.7 **Project Records**

The **CONTRACTOR** shall maintain complete and accurate project records, in hard copy of all activities and any other events relating to the **Contract/Agreement**.

5.8 **Documentation of Uncompleted Work**

The **CONTRACTOR** shall document any uncompleted work and provide copies to the **Department's Project Manager (or his/her designee)** within **one (1) business day** that the work was supposed to be completed.

5.9 **Additional Work**

- 5.9.1 In the event that the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** request additional work not covered under this **Contract/Agreement**, a Supplemental Agreement signed by both the **CONTRACTOR** and the **DEPARTMENT** shall be executed and a **Letter of Authorization** issued prior to any additional work being undertaken.
- 5.9.2 Work required in excess of the planned **Contract/Agreement** amount will be in accordance with **Chapter 287.057 Florida Statutes**.
- 5.9.3 The **CONTRACTOR** shall work closely with the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** in developing services for any additional work. The original **Contract/Agreement** may be amended to include any additional services required within the intent of the original **Contract/Agreement**.

5.9.4 Before making any additions or deletion to the work described in this **Contract/ Agreement**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Agreement covering such work and compensation. Reference herein to this **Contract/ Agreement** shall be considered to include any Supplemental Agreement(s).

5.9.5 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may authorize any unforeseen work which is essential to the satisfactory completion of the completion within the intent of the original scope of work. No unforeseen work shall be performed by the **CONTRACTOR** without prior authorization.

5.10 Status Report

The **CONTRACTOR**, if required by the **Department's Project Manager (or his/her designee)**, shall supply a status report consisting of all completed activities to the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** monthly during the entire **Contract/Agreement** commencing with the **Contract/Agreement** Notice-to-Proceed. The report shall include a detailed description of the services performed including all special requirements. The report shall also include plans of action to correct present and anticipated problems.

6.0 SUSPENSION OF WORK

6.1 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may suspend the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/ Agreement**, wholly or in part, for such period or periods as may be deemed necessary due to natural causes, or construction in areas or for any other reason deemed necessary by the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**

6.2 Work shall also be suspended at the discretion of the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** at such time that the **CONTRACTOR** fails to comply with any or all provisions in this **Contract/Agreement**.

6.3 The **CONTRACTOR** shall not be entitled to extra compensation or adjustments to the **Contract/Agreement** unit prices because of suspension or deletion of work caused by the condition described in this section. Suspension of work shall be ordered by the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** in writing, giving the reason for the suspension. The monthly invoice payments shall be adjusted accordingly.

7.0 DEPARTMENT RESPONSIBILITIES

7.1 The **DEPARTMENT** shall provide a **Project Manager (or his/her designee)** who shall provide communication between the **CONTRACTOR** and the **Department**.

7.2 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall initiate a pre-start meeting to discuss services to be provided and answer any questions the **CONTRACTOR** might have prior to such time as a Notice to Proceed is delivered to the **CONTRACTOR**.

7.3 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall provide coordination of all activities, correspondence, reports and other communications related to the **Contractor's** responsibilities hereunder.

7.4 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall administer this **Contract/Agreement** to assure the **CONTRACTOR** is complying with the work described in this **Contract/Agreement**.

- 7.5 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** will be responsible for enforcing the terms of the **Contract/Agreement**.
- 7.6 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** will provide the **CONTRACTOR** with written correspondence at random intervals indicating any deficiencies in performance (if applicable).
- 7.7 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall familiarize the **Contractor's** personnel with the **Department's** safety practices and regulations in effect at the work location.

8.0 RULES AND REGULATIONS

8.1 Non-Smoking Policy

There shall be no smoking within the **Department's** buildings.

8.2 Unauthorized Personnel

The **CONTRACTOR** shall ensure that their employees, **Sub-Contractor(s)/Sub-Consultant(s)** do not allow any unauthorized personnel to enter the **DEPARTMENT** property or buildings i.e. personal visitors, family members, friends, persons not employed by the **Contractor** or other employees not identified to the **DEPARTMENT**.

8.3 Inspections

8.3.1 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may inspect, at any time, the condition/utilization of equipment, supplies and articles that may be applicable to this **Contract/Agreement**.

8.3.2 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may determine if these equipment, supplies and articles are fit for their intended use and may place any equipment, supplies and articles out of service if they are damaged or otherwise not suitable for the task.

8.3.3 For any services as specified in this **Contract/Agreement** the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** shall inspect the work performed by the **CONTRACTOR** and shall approve the work by preparing a Work Document for signing by the **Contractor's** personnel and the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**. The signed Work Document shall accompany the **Contractor's** invoice for the work performed.

8.3.4 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may perform periodic inspections on the **Contractor's** safety throughout the work area. However, maintaining the safety and required throughout the work zone shall be the sole responsibility of the **CONTRACTOR**, and in no way relieve him/her of final responsibility for providing safety equipment and procedures for the protection of employees and the public throughout the work areas.

8.3.5 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** shall have the right to visit the site/area/ **DEPARTMENT** location where the services are being performed/provided by the **CONTRACTOR** for inspection of the work and the products of the **CONTRACTOR** at any time.

9.0 PROPERTY OF THE DEPARTMENT

- 9.1 All work performed by the **CONTRACTOR** pursuant to this **Contract/Agreement**, including, but not limited to the preparation of all tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this **Contract/Agreement**, as well as all data collected, together with summaries and charts derived therefore, shall be considered works made for hire and shall become the property of the **DEPARTMENT** upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** at any time during the performance of such services and/or upon completion or termination of this **Contract/Agreement**. Upon delivery to the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** of said document(s), the **DEPARTMENT** shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The **CONTRACTOR** shall not copyright any material and products or patent any invention developed under this **Contract/Agreement**.
- 9.2 The **CONTRACTOR** guarantees that upon termination of any personnel under this **Contract/Agreement** that they shall bear the responsibility of immediately returning all **DEPARTMENT** property (if applicable) to the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**. In the event that the **CONTRACTOR** is unable to return the said items they shall notify the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** and bears any costs associated with ensuring the security of the **DEPARTMENT**.

10.0 METHOD OF COMPENSATION

For the satisfactory performance of the services as described in **Exhibit "A", Scope of Services and Attachments 1 through 6 to Exhibit "A", Scope of Services** and also defined in **Exhibit "C" Bid Blank and any other Exhibits or Attachments included in this Contract/Agreement**, the **CONTRACTOR** shall be paid in accordance with **Exhibit "B", Method of Compensation**, attached hereto and made a part hereof. Payment shall be made to the **CONTRACTOR** upon completion of all services, as approved by the **DEPARTMENT**.

11.0 BID/PROPOSAL SUBMITTAL

- 11.1 A **Contractor's** bid shall be in the form of a unit price for each services required as described in the **Exhibit "C" Bid Blank**.
- 11.2 The quantities shown in **Exhibit "C" Bid Blank** are approximate and represent planned annual requirements based on historical or anticipated project needs.
- 11.3 The **DEPARTMENT** does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid.
- 11.4 All unit price columns must be completed for each item by the bidder.
- 11.5 Quantities are estimated. The contract amount is **not** the correct sum of the unit bid price times the planned quantity for each item shown on the **Exhibit "C" Bid Blank** for this **Contract/Agreement**. These amounts are for bidding purposes only.
- 11.6 The quantities referred to in **Exhibit "C" Bid Blank** are not exact and are cited only to provide the bidder with a reasonable approximation of the extent of work expected under this **Contract/Agreement**. No additional per unit costs will be considered by the **DEPARTMENT** with regard to variances in the dimensions or square footage.

12.0 AWARD OF THIS CONTRACT/AGREEMENT

- 12.1 The **DEPARTMENT** shall award this **Contract/Agreement** to the responsive, responsible bidder whose references check out and has not been debarred, suspended or terminated from any other **Contract/Agreement** and who has the lowest total price.
- 12.2 The **DEPARTMENT** reserves the right to award this **Contract/Agreement** in whole or in part.
- 12.3 The **DEPARTMENT** reserves the right to award this **Contract/Agreement** to one (1) or more **CONTRACTORS** in the best interest of the state.
- 12.4 The **DEPARTMENT** will contract with a reasonable number of **CONTRACTORS** and may add additional **CONTRACTORS** at a later date based on need.
- 12.5 The **DEPARTMENT** intends on issuing all of the work to the lowest bidder. However, should the lowest bidder be unable to perform the work in accordance as specified in **Exhibit "A", Scope-of-Services and Attachments 1 through 6 of Exhibit "A", Scope-of-Services**, the **Department's Project Manager (or his/her designee)** at his/her discretion reserves the right to assign the work to the next lowest bidder(s).
- 12.6 The **DEPARTMENT** will allow other districts to utilize this **Contract/Agreement** so long as the supplement is within the original intent and scope.
- 12.7 For the purpose of award, after the bids are opened and read, the bid will be awarded based on the "**Grand Total**". This total will be based on those items with a quantity specified.
- 12.8 If the actual quantities during the **Contract/Agreement** period are less than or greater than what is identified, the unit rates shall remain unchanged.
- 12.9 In the event of any discrepancy in the "**Grand Total** and unit price of an item, the unit price shall govern.
- 12.10 Though the Bid Blank shall be based on the "**Grand Total**", issuance of work shall be determined based upon need and written authorization from the **Department's Project Manager (or his/her designee)**.
- 12.11 Though the price bid shall be based on the "**Grand Total**", the work shall be performed at the locations specified in the **Letter of Authorization**.
- 12.12 This **Contract/Agreement** may be amended to include other project numbers as the need arises. Services shall be within the original intent and scope of services.

13.0 THE CONTRACTOR SHALL AGREE TO THE FOLLOWING:

Upon execution of this **Contract/Agreement** the **CONTRACTOR** agrees to the following terms and conditions:

- 13.1 The **CONTRACTOR** agrees that they shall provide the services for the periods required under this **Contract/Agreement**.
- 13.2 The **CONTRACTOR** agrees that they shall provide payment to all personnel/**Sub-Contractor(s)/ Sub-Consultant(s)** performing the services required under this **Contract/Agreement**.
- 13.3 The **CONTRACTOR** agrees that they are an independent **CONTRACTOR** with respect to the services being provided under this **Contract/Agreement** and shall be responsible for providing any salary or other benefits to the **Employees/ Sub-Contractor(s)/Sub-Consultant(s)** performing

the services required under this **Contract/Agreement**.

- 13.4 The **CONTRACTOR** agrees that they shall be responsible for making all appropriate tax, social security, Medicare and other withholding deductions and payments required of employers by this **Contract/Agreement** and any other local, state and federal laws, regulations and guidelines that apply to the type of services being performed.
- 13.5 The **CONTRACTOR** agrees that they will provide worker's compensation insurance coverage for its contract employees and will make all appropriate unemployment tax payments and shall provide general liability insurance for the duration of this **Contract/Agreement**.
- 13.6 The **CONTRACTOR** shall not bill the **DEPARTMENT** for an employee performing the required services under this **Contract/Agreement** more than the pay rate established in the **Exhibit "C" Bid Blank** for the type of services being performed.
- 13.7 That this Employer is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law.
- 13.8 The **CONTRACTOR** understands that the **DEPARTMENT** will not compensate the **CONTRACTOR** for the cost of any and all licenses, permits, registrations and inspections, etc. required for this project's proposal and performance.
- 13.9 That the **DEPARTMENT** shall retain the right to accept or reject any employee covered under this **Contract/Agreement**.
- 13.10 The **CONTRACTOR** understands that this **Contract/Agreement** shall be subject to the terms and conditions of **MyFloridaMarketPlace**, a statewide **eProcurement** System ("System"), and that pursuant to **Section 287.057(23), Florida Statutes (2013)**, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the **CONTRACTOR** shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.
- 13.11 The **CONTRACTOR** agrees to comply with all laws, ordinances, regulations and code requirements applicable to the work contemplated herein.
- 13.12 That the **CONTRACTOR** has thoroughly read understands and agrees to all the terms and conditions of this **Contract/Agreement**.