

The Town of Lake Placid will receive sealed bids at The Town Hall for:

General Mowing of Oak Hill Cemetery

BID# CEM-10-1

Specifications & General Terms and conditions may be obtained from our website at: www.lakeplacidfl.net or by contacting Jim Fulton, by phone 863-699-3747, Fax 863-699-3749, or email James.Fulton@mylakeplacid.org, the Town of Lake Placid, 311 West Interlake Blvd., Lake Placid, FL 33852. If obtaining documents via the website, it shall be the bidder's responsibility to check for amendments/charges made to the document.

Bid envelopes must be sealed and marked with the bid number and name as to identify the enclosed bid. Bids must be delivered to the Town of Lake Placid Town Hall Office Attn: Jim Fulton so as to reach the said office no later than 2:00 P.M. Friday 9-10-2010 of the official time on the clock in the Town Hall. Proposals received later than the date and time specified will be rejected. The Town will not be responsible for the late delivery of any bids that are incorrectly addressed, delivered in person, by mail, of any other type of delivery service.

The Town of Lake Placid Council reserves the right to accept or reject any or all bids or any parts thereof.

Please email order confirmation to Arlene.Tuck@mylakeplacid.org

**General Mowing of Oak Hill Cemetery
BID# CEM-10-1**

1.0– General Terms and Conditions

1.1 All responses shall become the property of The Town of Lake Placid, and at its discretion, reserves the right to waive informalities or irregularities in any responses, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

1.2 Compliance with applicable Laws:

The submitting contractor will be required to comply with all applicable laws, regulations and ordinances of local, state, federal authorities having jurisdictions, including but not limited to: all provisions of the Federal Government Equal opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1,33 F 2 7804);all provisions of the Public Entity Crimes(Fla. Stat,287.133,et seq, as amended) and the provisions in Fla. Stat 287.134,seq, as amended, regarding discrimination.

Town of Lake Placid in accordance with the provisions of the Title VI of the Civil Rights Act of 1964(78 Statue 252)(49 CFR, Part 23),hereby notifies all submitting contractor that it will require that affirmative efforts be made to ensure participation by minorities in any contract for consult services entered into pursuit to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for selection.

Contractor acknowledges that Town is a drug-free work place. Contractor covenants that all employees of the Contractor working on Town property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statue 287.087.

Assignment: Awarded Contractor shall not assign this Contract, in whole, part or any monies due hereunder, without the written consent of the Town.

Change Orders: No changes in the work covered by this contract shall be made without written approval of the Town. Charges or credits for work on the approved changes shall be mutually determined by the parties. Without invalidating this contract the Town may order extra work or make change by altering, adding to or deducting from the work in the contract price being adjusted accordingly. All extra work shall be paid for at the price agreed to between the parties and a purchase order issued for the difference. No claims for any extra shall be allowed unless ordered in writing by the Town with the price stated in such order. In the event that property is taken off this contract the vendors monthly check will reflect such a reduction.

Contact Information: Any questions concerning this bid shall be addressed in writing. Please submit all questions regarding this document to the individual(s) indicated below.

Jim Fulton
Town of Lake Placid
311 W. Interlake Blvd.
Lake Placid, Florida 33852

Jim_Fulton@mylakeplacid.org
863-699-3747 Office
863-699-3749 fax

Damage To Property: Contractor agrees that all Town or third party owned property that is damaged by the Contractor's personnel or equipment shall be repaired or replaced, at Contractor's expense.

Default: In any action brought by either party for the enforcement of obligations of the other party, including appeals, the prevailing party shall be entered to recover reasonable attorney fees, court, and other costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

Due Care and Diligence: Has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct, however the responsibility for determining the full extent of the service required rest solely with those making response. Neither the Town nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

Early Termination: Town of Lake Placid reserves the right to cancel the entire contract should the contractor violate any provisions of this contract, or if the services being provided by the contractor do not meet the expectations of the Town on a consistent and continuing basis, Town may cancel the contract upon (30) days written notice thereof from Town to contractor.

Equipment & Safety: Contractor will provide, at Contractor's cost and expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories and, services necessary to provide the products(s) or service(s) in accordance with the description of work described herein. Employees of Contractor shall wear company uniforms and shall work from vehicles bearing contractors name at all times.

All equipment utilized by contractor to provide the service under this contract must be free of mechanical defects or other conditions which may cause injury to persons or property of the Town or third parties in or near the service areas. Contractor hereby agrees to hold the Town harmless from any damages or injuries that may occur during contractor's work under this contract. Contractor shall comply with all Safety and health regulations which may be applicable to services rendered under this contract and set forth herein.

Inspection and Correction of Work: All work done by the awarded contractor will be monitored by the Town Public Works Director, or designee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and, if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor, at the Contractor's expense.

Insurance Requirements: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services.

Contractor, upon its part agrees to protect, indemnify, save harmless, and insure the Town from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the Town and the contractor is that of independent corrections, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servants, or employee of the Town. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commerce work hereunder until such insurance is obtained and approved by the Town.

A. Comprehensive General Liability shall be carried with the limits of one million dollars (\$1,000,000) of combined single limit for bodily injury and property damage and two million dollars (\$2,000,000) annual aggregate. Coverage shall include premises and operations, broad form contractual products and completed operations, owners and contractor's protective liability (also known as independent contractors liability).

B. Automobile Liability shall be carried with limits of at least one Million Dollars (\$1,000,000) for Bodily Injury and Property Damage Coverage shall be for "all autos" including hired and non-owned autos.

C. Worker's Compensation shall be carried with State or Federal Statutory limits and include employers liability with limits of One hundred thousand dollars(\$100,000) each accident, one hundred thousand dollars(\$100,000) each employee by disease and Five hundred thousand dollars(\$500,000) policy limit.

The Town of Lake Placid will be named as an additional insured on all policies other than Worker's Compensation. Contractor shall furnish the Town with a certificate on each insurance policy showing the type, amount and class of operations covered, effective date and date of expiration of the policies. Except as to worker's compensation and employer's liability, said certificates shall clearly state that coverage required by the Contract has been endorsed to include Town of Lake Placid, a Florida municipal corporation, its officers, agents, and employees as an additional insured. Insurance shall support Contractor's agreement of indemnity set forth in the Contract and shall so state in said certificate. In the event the insurance coverage expires prior to the completion of the Contract, a renewal certificate shall be issued (30) days prior to said expiration date. Said liability insurance must be acceptable to and approved by the Town as to form and types of coverage. In the event that the statutory limit of the Town is amended during the term of this agreement to exceed the above limits, Contractor shall be required upon (30) days written notice by the Town, to provide coverage at least equal to the amended statutory limit of the liability of the Town.

LICENSING: Contractor shall have all applicable licenses required by the state of Florida, and the Town of Lake Placid.

PAYMENTS: Payment will be made on a monthly cycle after work has been completed. A monthly invoice will be provided to the Town each month before the 30th for payment. All payments must be approved by Town Council, which meets the Second Monday of each month. To be considered for payment at any meeting, the invoice must be signed by the department head and received by Town Hall, 311 West Interlake Blvd., Lake Placid, Fl 33852 one week prior to a Town Council meeting.

PERFORMANCE & WORKMANSHIP: Contractor shall, in good workman like manner, perform all services pursuant to the specifications. Should the contractor fail to provide prudent and competent professional service and if that failure causes gross damage, distress, and/or unnecessary cost to the Town, this contract may be terminated immediately.

PREPARATION COSTS: The Town will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PRICE: Town shall pay the awarded Contractor the sum stated in the Contract in exchange for the Products or Services rendered as described herein. This said bid price shall be fixed and firm for the period of this contract. Any change in price may result in the cancellation of the purchase order and/or agreement.

RIGHT TO TERMINATE: Should Contractor violate any provision of this document, Town may notify Contractor, in writing, stating the Town's intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the Town for such remedy within five (5) business days after service of said notice upon Contractor this Contract may be terminated by the Town.

STATEMENT OF INDEMNIFICATION The Contractor hereby acknowledges and confirms that the contract prices Includes the consideration for this Indemnification I Hold Harmless. The Contractor shall, in addition to any other obligation to indemnify the Town and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Town, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses, costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the Town, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy. or patent council fees), incurred by the Town to enforce this agreement shall be borne by the contractor. This indemnification shall also cover all claims brought against the Town its elected officials, employees, agents, or volunteers by any employee of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the contractor's limit of all services, obligations , and duties provided for in this contract, or in the event of termination of this contract for any reason. The terms and conditions of this article shall survive indefinitely

Scope of Work

A. Mowing Schedule: All grass area should be mowed and all litter and trash removed in accordance with the following schedule unless otherwise stated:

January - Every 15 days (two times per month)

February - Every 15 days (two times per month)

March - Every 15 days (two times per month)

April - Every 15 days (two times per month)

May - Every 15 days (two times per month)

June - Weekly

July - Weekly

August - Weekly

September - Every 15 days (two times per month)

October - Every 15 days (two times per month)

November - Every 15 day (two times per month)

December - Every 15 days (two times per month)

Total mowing/litter removal (30) times per year.

B. Mechanical Trimming: All signs, chain link fence, walls, copings, etc. and all areas not accessible by mowing equipment will be maintained by weed eating in accordance with mowing schedule.

C. Time All work will be completed during daylight hour. No work will be performed in the area where a funeral service is being conducted and no work will be performed on Sunday or holidays unless approved by the Town in advance.

D. Litter Removal: Contractor is to remove all litter, and trash in accordance with the mowing schedule. Contractor is responsible for proper disposal of all litter. And trash at the contractor's expense.

E. Guidelines: All work performed under this contract shall be performed using sound horticultural principal. Acceptable height for cutting grass will be a maximum of three inches.

Note: Mowing of BLOCK A Lots 9-24, BLOCK B Lots 1-3, BLOCK C Lots 1-3 maybe mowed with a bush hog mower at a maximum height of six inches.

F. Commencement Date: Should an award be made, the first mowing cycle will start within 15 calendar days after the notice of award and after receipt of a purchase order giving the agreed start date.

OAK HILL CEMETERY

Bid # CEM-10-1

PROPOSED TO TOWN OF LAKE PLACID COUNCIL LAKE PLACID, FLORIDA

The undersigned declare that they have examined the complete specification and agree to supply all equipment, labor, and supplies to complete the work required in accordance with the complete specification , The undersigned further agrees to accept, payment in full the price as started in the following schedule and all work specified must be in the total amount listed below.

Mowing and Maintenance at Oak Hill Cemetery approximately total acreage is 20 acres.

Total Yearly Price \$ _____

Contractor Name _____

Mailing Address _____

Authorized Signature _____