

CONTRACT DOCUMENTS AND SPECIFICATIONS

For

LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES

BID NO. 17-B-06

CITY OF CRYSTAL RIVER

MAYOR AND CITY COUNCIL MEMBERS

**JIM FARLEY, MAYOR
KEN BROWN
MICHAEL GUDIS
ROBERT HOLMES
PATRICK FITZPATRICK, VICE MAYOR**

**CITY MANAGER
DAVID BURNELL**

**CITY ATTORNEY
GEORGE G. ANGELIADIS**

**PUBLIC WORKS DIRECTOR
BEAU KEENE, P.E.**

**CITY OF CRYSTAL RIVER
DEPARTMENT OF PUBLIC WORKS
123 NW HIGHWAY 19
CRYSTAL RIVER, FLORIDA 34428
(352) 795-4216
(352) 795-6245 (fax)**

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INVITATION TO BID

City of Crystal River LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES BID #17-B-06

The City of Crystal River will receive sealed bids for contract mowing services for both city cemeteries. You are hereby invited to submit a bid for the above referenced project. The Owner is the City of Crystal River.

Bids will be received until **10:00 AM, on June 2, 2017**, opened and read aloud at 10:05 AM in the Council Chambers at Crystal River City Hall.

DESCRIPTION OF WORK: The work generally consists of: perform all work and furnish all necessary labor, equipment, fuel, herbicides, clean up services and transportation for **LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES**. This will be **Three Year Contract** that is subject to renewal for one (1) additional three-year term upon mutual consent of both parties.

ALL BIDDERS must be properly qualified for the type of work for which the BID is submitted. BIDS must be enclosed in an opaque envelope and marked:

“LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES, BID NO. 17-B-06”, AND THE NAME OF THE BIDDER AND THEIR ADDRESS

**BIDS SHOULD BE ADDRESSED TO: CITY OF CRYSTAL RIVER
MIA FINK, CITY CLERK
123 NW HWY 19
CRYSTAL RIVER, FL 34428**

All contract documents may be examined at City Hall at no charge, downloaded for free on the City website (www.crystalriverfl.org), or picked up at City hall for no charge. Bidders who utilize the City website for the bid documents are advised to check the website regularly for updates and addenda. Bid packages may be picked up at the Public Works Department at City Hall, at the address above, between the hours of 8:00 am and 5:00 pm Monday through Friday. The contact person is Theresa Krim, 352-795-4216, extension 314 or Jack Dumas at extension 305.

No BIDS may be withdrawn for a period of SIXTY (60) days after closing time scheduled for receipt of BIDS. Work shall be completed within forty five (45) days from receipt of the notice to proceed by the owner.

The OWNER reserves the right to reject any and all BIDS for any reason whatsoever and waive all informalities. THE OWNER ALSO RESERVES THE RIGHT TO SELECT THE BID RESPONSE THAT IN ITS SOLE DETERMINATION BEST MEETS ITS BUSINESS NEEDS.

INFORMATION FOR BIDDERS

1. BIDS will be received by OWNER: City of Crystal River, Florida **until 10:00 AM, June 2, 2017**, bids will be opened and read aloud at 10:05 AM in the Council Chambers at Crystal River City Hall.
2. TWO (2) COPIES OF EACH BID MUST BE SUBMITTED IN A SEALED OPAQUE ENVELOPE, ADDRESSED TO:

**City of Crystal River
Mia Fink, City Clerk
123 NW HWY 19
Crystal River, FL 34428**

Each sealed envelope containing a BID must be plainly marked on the outside as:

**“LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES - BID NO. 17-B-06”,
AND THE NAME OF THE BIDDER AND HIS/HER ADDRESS. OTHERWISE THE BID
SHALL NOT BE OPENED.**

If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at:

**City of Crystal River
Mia Fink, City Clerk
123 NW Highway 19
Crystal River, FL 34428**

3. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. An original and one (1) copy of the BID form are required. Bidders shall also complete all pages that require information from the Bidder and include in BID. The City reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the unit price listed in the bid. The contract amount shall be adjusted accordingly. The OWNER may waive any informalities or minor defects or reject any and all BIDS with proper justification. Any BID may be withdrawn prior to the above schedule time for the opening of BIDS or authorized postponement thereof.
4. No BIDDER may withdraw a BID within (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.
5. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the sites and a review of the Contract Documents. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the WORK to be done.

6. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
7. The BIDDER to whom the CONTRACT is awarded will be required to initially execute the Agreement and Notice of Award. Copies of the fully executed Agreement and Notice of Award will be provided to the BIDDER upon receipt. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.
8. Should the OWNER not execute the Agreement or Notice of Award within sixty (60) calendar days after opening of the Bids, the BIDDER may, with written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.
9. The OWNER within thirty (30) calendar days of execution of contract shall issue the Notice to Proceed. Should there be reasons why the Notice to Proceed cannot be issued within the specified period, the time may be extended by mutual agreement between OWNER and Bidder. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Bidder may terminate the Agreement without future liability on the part of either party.
10. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER MAY REQUEST. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that the BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
11. A conditional or qualified BID will not be accepted.
12. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over services provided shall apply to the CONTRACTOR throughout.
13. Each BIDDER is responsible for inspecting the sites and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to the BID submitted.
14. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond (if applicable) within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default; in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
15. The Owner within ten (10) days of receipt of acceptable Performance and Payment Bond (if applicable), and Agreement signed by the party to whom the Agreement was awarded shall

sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

16. The Contract Documents contain the provisions required for the services of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
17. If any person contemplating the submission of a Bid for the proposed work is in doubt as to the true meaning of any part of the specifications or proposed Contract Documents, he/she should submit a written request for any interpretation thereof to Theresa Krim at the City of Crystal River, located at 123 North West Highway 19, Crystal River, Florida 34428. The person making the request will be responsible for its prompt delivery. Written requests must be received no later than five (5) days prior to the bid opening so as to leave adequate time for issuance of an addendum if needed. Requests for interpretations submitted beyond the cutoff will not be answered. Any interpretation of the specifications or proposed Contract Documents will be made only by written Addenda duly issued and mailed, emailed, faxed or delivered to each person receiving a set of such documents. All Addenda so issued shall become part of the Contract Documents. The Owner will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith, and no verbal statement either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained herein.
18. The Owner reserves the right to use any alternates or substitute items included on the Form of Proposal in the award of contracts.
19. The successful bidder must supply to the Owner the names and addresses of subcontractors for approval and pertinent information to establish qualification.
20. In the event of deletions, increase in quantities or acceptance of substitutes or alternates, comparisons of bids will be made on the basis of totals actually to be awarded and not on the total of the base bid alone.
21. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the services provided shall apply to the contract throughout.
22. The contract shall be awarded to the lowest responsive, responsible, qualified bidder unless all bids are rejected.
23. Any conditions which are established for awarding a contract to the low bidder must not be excessively restrictive in nature. Responsiveness may be defined by:
 - a. The completeness and regularity of Form of Proposal.
 - b. A bid without excisions or special conditions.
 - c. A Form of Proposal having no alternative bids for any items unless requested in the technical specifications.

24. Responsibility may be based on whether the bidder:
- a. Maintains a permanent place of business.
 - b. Has adequate equipment to do the work properly and within the time limit that is established.
 - c. Has adequate financial status to meet his obligations contingent to the work.
 - d. Has adequate experience and expertise for the proposed work.
25. The Owner may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Each bidder shall furnish with the bid, a form of Bidder's Qualifications attached to the Form of Proposal. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.
26. The award of the contract is contingent upon securing an acceptable bid which will fall within the amount of funds available for this project.

BIDDER'S NAME: _____

**BID PROPOSAL
BIDDER'S SUBMITTAL CHECKLIST:
(Attach to proposal form)**

LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES – BID #17-B-06

SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY:

<u>Initials</u>	<u>Description</u>
_____	Completed proposal form, signed, witnessed and Notarized
_____	Completed Public Entity Crime Statement, signed and notarized
_____	Drug Free Workplace Statement, signed
_____	Business Tax Receipt (Occupational License)
_____	Insurance certificate
_____	Bidder has visited the sites
_____	Submittal checklist (this form), initialed

**BID PROPOSAL
FOR
LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES – BID #17-B-06**

Proposal of _____

(Hereinafter called “BIDDER”), organized and existing under the laws of the State of Florida and doing business as:

(insert “a corporation”, “a partnership”, or “an individual”) as applicable.

To: _____
(hereinafter called “OWNER”)

In compliance with your Advertisement for bids, BIDDER hereby proposes to:

Perform all work and furnish all labor, equipment, materials and transportation for **LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES – BID #17-B-06** in strict accordance with the CONTRACT DOCUMENTS within the time set forth therein, and at the prices stated in the Bid Schedule. This will be **Three Year Contract** that is subject to renewal for one (1) additional three-year term upon mutual consent of both parties.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to start the work within thirty (30) days of receipt of an executed agreement.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENT for the listed unit prices or lump sums shown in the BID FORM as follows:

The Bidder acknowledges having received the following project addenda:

No. _____, Date:

No. _____, Date:

No. _____, Date:

By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

SCOPE OF WORK	LUMP-SUM BID
<p>Perform all work and furnish all necessary labor, equipment, fuel, herbicides, clean up services and transportation for Lawn Maintenance Services for City Cemeteries. This will be Three Year Contract that is subject to renewal for one (1) additional three-year term upon mutual consent of both parties.</p> <p>I. <u>Clean Up</u></p> <ul style="list-style-type: none"> a. All trash and debris will be picked up before mowing and be removed from the property by the contractor. <p>II. <u>Mowing</u></p> <ul style="list-style-type: none"> a. Weekly from thru April thru September b. Bi weekly from October thru March c. The grounds will be mowed and maintained within three days of the following holidays: Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas. d. Weed eating of all bordered areas and fixed objects inaccessible with a standard mower must be completed with every mowing. e. Mow & trim all ditches adjacent to the road right-of-ways f. Upon completion of mowing, all grass and debris will be removed from all walks and drives. <p>III. <u>Trimming and Hedge Pruning</u></p> <ul style="list-style-type: none"> a. All hedges and bushes will be trimmed as needed to keep a manicured appearance. b. All low hanging branches are to be cut to maintain a seven foot clearance. b. All debris from trimming and will be removed from property. <p>IV. <u>Weed Control</u></p> <ul style="list-style-type: none"> a. A weed control program will be initiate and maintained to control all bed areas, fences, concrete seams, and any other necessary areas. 	

b. Contractor to provide a City a list of all herbicides to be used for weed control.

Additional Information

See detailed description and additional information in the 'Service Specifications' section.

Lump Sum Bid Amount (MONTHLY BASIS)

\$ _____

WRITE TOTAL BID AMOUNT PER MONTH:

THIS PROPOSAL DATED THIS _____ day of _____, 2017

ATTEST:

Witness

Printed Name

By:

Authorized Signature
(Principal)

Printed Name, Title

Company Name

Address:

Phone No. _____

LAWN MAINTENANCE OF CITY CEMETARIES - BID NO. 17-B-06

SERVICE SPECIFICATIONS

CITY OF CRYSTAL RIVER CEMETERIES:

CRYSTAL RIVER MEMORIAL GARDEN CEMETERY- Venable Drive
CRYSTAL RIVER CEMETERY - NE 3rd Street

SCOPE OF WORK:

Perform all work and furnish all necessary labor, equipment, fuel, herbicides, clean up services and transportation for **LAWN MAINTENANCE OF CITY CEMETARIES**.

I. Clean Up

a. All trash and debris will be picked up before mowing and be removed from the property by the contractor.

II. Mowing

a. Weekly from thru April thru September

b. Bi weekly from October thru March

c. The grounds will be mowed and maintained within three days of the following holidays: Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas.

d. Weed eating of all bordered areas and fixed objects inaccessible with a standard mower must be completed with every mowing.

e. Mow & trim all ditches adjacent to the road rights-of-way.

f. Upon completion of mowing, all grass and debris will be removed from all walks and drives.

III. Trimming and Hedge Pruning

a. All hedges and bushes will be trimmed as needed to keep a manicured appearance. All low hanging branches are to be cut to maintain a seven foot clearance.

c. All debris from trimming and will be removed from property.

IV. Weed Control

a. A weed control program will be initiated and maintained to control all bed areas, fences, concrete seams, and any other necessary areas.

b. Contractor to provide a City a list of all herbicide use for weed control.

Additional Information

Fuel filling of machinery will be done off-site whenever possible to avert turf and roadway damage. All machinery and equipment necessary for successful lawn maintenance is to be supplied and maintained by CONTRACTOR.

No mechanized equipment (power mowers, trimmer, edgers, etc.) may be used within 200 feet of a funeral in progress.

The CONTRACTOR will train crew members to respect not only the solemn dignity of the cemetery, avoiding loud talking, running, etc., but will also train all employees concerning the provisions of this agreement and the need to prevent damage to tombs, stones, and monuments.

All employees will be required to wear a shirt and hat with company name for easy identification.

CONTRACTOR must be insured with liability coverage in an amount not less than \$1,000,000, with the City of Crystal River shown as an additional insured, and carry workers compensation insurance as required by State law.

CONTRACTOR must hold (or obtain) a current occupational license with the City of Crystal River.

This agreement may be terminated for cause by the City with seven (7) days written notice. Either party may cancel the agreement without cause with thirty (30) days written notice to the other party.

All work under this agreement shall be performed in a skillful and professional manner.

This will be **Three Year Contract** that is subject to renewal for one (1) additional three-year term upon mutual consent of both parties.

**SWORN STATEMENT PURSUANT TO SECTION 87.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the CITY OF CRYSTAL RIVER

by

_____ **(print individual's name and title)**

for

_____ **(print name of entity submitting sworn statement)**

whose business address is: _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length

PUBLIC ENTITY CRIMES STATEMENT – 2

AGREEMENT, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted CONTRACTOR list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who is personally known to me or produced _____ as identification.

State of _____
County of _____

Notary Public Seal:

DRUG FREE WORKPLACE STATEMENT

The undersigned CONTRACTOR in accordance with the Florida Statute 287.087 hereby certifies that:
_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

Bidder's Signature

Date

FLORIDA STATUTES 287.122 (2) (A)

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted list.

LAWN MAINTENANCE OF CITY CEMETARIES - BID NO. 17-B-06

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2017 by and between the **City of Crystal River** HEREINAFTER CALLED "OWNER" AND

doing business as (a Corporation, or a partnership, or an individual) hereinafter called "CONTRACTOR", for **LAWN MAINTENANCE OF CITY CEMETARIES - BID NO. 17-B-06**

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned:

1. The CONTRACTOR shall perform all work and furnish all necessary labor, equipment, material, delivery and transportation for the **LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES**
2. The CONTRACTOR will commence the work required by City within thirty (30) days of receiving the executed agreement.
3. The OWNER has determined and declared the above-named CONTRACTOR to be the responsible bidder that meets the OWNER'S business needs on the above referenced project, and has duly awarded this CONTRACT to said CONTRACTOR, for the unit prices contained in the bid.

The OWNER reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the bid item prices.

4. The OWNER will pay the CONTRACTOR in a manner and at such times set forth in the **GENERAL CONDITIONS** such amounts as required by the **CONTRACT DOCUMENTS**.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a) Invitation to Bid
 - b) Information for Bidders
 - c) Bid Proposal
 - d) Sworn Statement
 - e) Agreement and
 - f) Notice of Award

6. **HOLD HARMLESS AGREEMENT**

_____(CONTRACTOR)

its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless and defend the City of Crystal River and the damage, cost, charge, expense, suit and/or action, including attorney's fees and all costs of litigations and judgment of every name and description brought against the City as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the CONTRACTOR, its agents, servants, or employees during and as a result of the performance under

this contract, whether direct or indirect, and whether to any person or property to which the City of said parties may be subject.

Name of Firm: _____

Name of Agent: _____

Title of Agent: _____

Signature of Agent: _____

Date: _____

8. This agreement shall be binding upon all parties hereto and respective heirs, executors, administrator, successors, and assigns.

9. Payment terms; payment to the CONTRACTOR shall be made within 30 days of receipt of an approved invoice.

10. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

11. In any litigation which may be filed to interpret or enforce this Agreement, the prevailing party shall be entitled to all costs, including attorneys' fees incurred whether at trial or on appeal.

CITY of Crystal River (OWNER)

By: _____

Name: Jim Farley, Mayor

Date: _____

Attest:

By: _____

Name: Mia Fink,
City Clerk

CONTRACTOR

By: _____

Title: _____

Name: _____

Date: _____

NOTICE OF AWARD

TO: _____

PROJECT: LAWN MAINTENANCE SERVICES FOR CITY CEMETARIES - BID NO. 17-B-06

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of

\$ _____ PER MONTH.

You are required by the INFORMATION FOR BIDDER’S to furnish the required CONTRACTOR’S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said CERTIFICATES within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2017

City of Crystal River
Owner

By: _____
Name: Jim Farley, Mayor

Attest: _____
Mia Fink, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

This the _____ day of _____ 2017

By: _____

Title: _____