



TOWN OF SURFSIDE

RFP 2025-01

Landscape and Related Services

Addendum No. 1

Date Issued: January 8, 2025

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions or clarifications to RFP No. 2025-01, which in accordance with the RFP Documents shall become a part of and have precedence over anything shown or described otherwise in the RFP.

THE FOLLOWING CHANGES, ADDITIONS, DELETIONS, RESPONSES AND CLARIFICATIONS TO RFP NO. 2025-01 ARE PROVIDED BY THE TOWN BELOW:

1. **Forms 8A, 8B and 8C have the bid forms missing. Can you please issue them?**
See attached
2. **What is the estimated yearly budget of this project?**
The project is preliminary estimate is \$365,000.
3. **Can you confirm that no bid bond is required for this project?**
No bid bond is required for this project.
4. **Copy of Sample Agreement**
See attached.
5. **The submittal instructions indicate that the executive summary should be no more than three (3) pages and should contain a cover page, table of contents, and letter of interest. Should the cover page and table of contents be on their own separate page and the letter of interest on a third separate page OR can the letter of interest begin on page 2 at the end of the table of contents?**

Please provide a cover page (1st page), a table of content page (2nd page) and a letter of interest page (3rd page).

6. Exhibit B – Tree Inventory Table

See attached.

PROPOSER:

NAME: _____

TITLE: _____

DATE: _____



Town of Surfside
 Price Submittal Schedule Form
 General Monthly Maintenance
 RFP # _____

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Item Number	Item Description / Location	Quantity (Times per Month)	Total Months	Cost (Cost per each time)	Total (Total cost per year)
1.0.0	<u>Park and Recreation Facilities</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1.1	Town of Surfside Community Center <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$	\$
1.1.2	Veterans Park and Tennis Center <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$	\$
1.1.3	96th Street Park <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$	\$
1.1.4	Hawthorne Tot Lot <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$	\$
1.1.5	Dog Park - Surfside Paws Up Park & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$	\$
1.1.6	Community Garden & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$	\$
1.1.7	92 nd Street Butterfly Park <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$	\$
1.1.8	9333 Harding Avenue <i>Maintenance of all sod, hedges and trees as needed</i>	1	12		
2.0.0	<u>Parking Lots</u>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>
2.0.1	Abbott Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$	\$
2.0.2	94th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$	\$
2.0.3	Town Hall Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$	\$
2.0.4	93rd Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$	\$
2.0.5	95th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i>	1	12	\$	\$
2.0.6	Collins Avenue Parking Lots (Post Office and Shul Adjacent) <i>Maintenance of all hedges and trees as needed</i>	1	12	\$	\$
3.0.0	<u>Right of Way</u>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>



Town of Surfside
 Price Submittal Schedule Form
 General Monthly Maintenance
 RFP # _____

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Item Number	Item Description / Location	Quantity (Times per Month)	Total Months	Cost (Cost per each time)	Total (Total cost per year)
3.1.2	Street Ends <i>Maintenance of all sod, hedges and trees as needed</i>	2	12	\$	\$
3.1.3	Hardpack / Walking Path / Upper and Lower Paths <i>Rake leaves and loose vegetation from perimeters. Control perimeters as needed</i> <i>Maintenance of all hedges and trees as needed</i>	2	12	\$	\$
3.1.4	Harding Avenue Roadway (Downtown Surfside) <i>Maintenance of all hedges and trees as needed</i>	2	12	\$	\$
3.1.5	All Right of Way (ROW), roundabouts, medians, and traffic calming planters <i>Maintenance of all sod, hedges and trees as needed - varies per location</i>	2	12	\$	\$
Total Cost of Yearly General Maintenance Landscape Services		<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	\$

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: _____

Executed by: _____

(Type or print name)

Title: _____

for (Company): _____



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # _____

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
1.0.0	<u>PERSONNEL</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1.1	One Landscape Supervisor	8	hours	\$	\$
1.1.2	One Landscape Laborer	8	hours	\$	\$
1.1.3	One Irrigation Technician	8	hours	\$	\$
1.1.4	One Dump Truck Operator	8	hours	\$	\$
1.1.5	One Equipment Operator	8	hours	\$	\$
1.1.6	One Operation Manager	8	hours	\$	\$
1.1.7	One Licensed Arborist	8	hours	\$	\$
2.0.0	<u>EQUIPMENT</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
2.1.1	One Dump Truck (less than 10 CY)	1	day	\$	\$
2.1.2	One Dump Truck (less than 10 CY)	1	day	\$	\$
2.1.3	One Bucket Truck	1	day	\$	\$
2.1.4	One Backhoe (Combination loader)	1	day	\$	\$
2.1.5	One Skid Steer with attachments	1	day	\$	\$
2.1.6	One Chipper	1	day	\$	\$
2.1.7	One Tree Grinder	1	day	\$	\$



Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
RFP # _____

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
2.1.8	One Water Tank (500 Gal.)	1	day	\$	\$
2.1.9	24" x 6" Wide Trencher	1	day	\$	\$
2.1.10	Grapple Loader (30 Cubic Yard capacity, equipment only)	1	day	\$	\$
3.0.0	<u>Services and Materials</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
3.1.1	Meril Soil Drench for Royal Palms (One application including follow up per year)	1	each application	\$	\$
3.1.2	Cygon Foliar Spray for Royal Palms (One application including follow up per year)	1	each application	\$	\$
3.1.3	Phoenix daetylifera/Pheoniz canariensis Maintenance (Three applications per year)	3	each application	\$	\$
3.1.4	Rate for Topsoil (70/30 Mix) delivered and installed in place	1	cubic yard	\$	\$
3.1.5	Rate for Lawn Sand delivered and installed in place	1	cubic yard	\$	\$
3.1.6	Palm OTC Injection	1	each application	\$	\$
3.1.7	Date Palm trunk drench treatment for thielaviopsis paradoxa	1	each application	\$	\$
3.1.8	Solid St. Augustine "Floritam" Sod in place for lawn repair	1	square foot	\$	\$
3.1.9	500 SQFT Palette of St. Augustine "Floritam" sod delivered and installed per Town direction	1	palette	\$	\$
3.1.10	Undyed Shredded Florimulch, Grade "A" or better delivered and installed in place	1	cubic yard	\$	\$
3.1.11	One Skid Steer loader with Operator	1	day	\$	\$
3.1.12	One Backhoe Combination with Operator	1	day	\$	\$



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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
3.1.13	Foliar Spray to Combat Ficus Whitefly (4'-6' height hedge)	1	linear feet	\$	\$
3.1.14	Foliar Spray to Combat Ficus Whitefly (7'-12' height hedge)	1	linear feet	\$	\$
3.1.15	Drench to Combat Ficus Whitefly (4'-6' height hedge)	1	linear feet	\$	\$
3.1.16	Drench to Combat Ficus Whitefly (7'-12' height hedge)	1	linear feet	\$	\$
3.1.17	Drench to Combat Ficus Whitefly (Tree up to 25' Height)	1	each application	\$	\$
3.1.18	Drench to Combat Ficus Whitefly (Tree 25' - 35' Height)	1	each application	\$	\$
3.1.19	Drench to Combat Ficus Whitefly (Tree 35' and above)	1	each application	\$	\$
3.1.20	Micro-injectable systemic insecticide to combat whitefly (Tree up to 65" DBH)	1	Per injection	\$	\$
3.1.21	Micro-injectable systemic insecticide to combat whitefly (Tree 65" to 85" DBH)	1	Per injection	\$	\$
3.1.22	Micro-injectable systemic insecticide to combat whitefly (Tree above 85" DBH)	1	Per injection	\$	\$
3.1.23	Systemic Basal Bark/Root Application (Tree up to 65" DBH)	1	Per application	\$	\$
3.1.24	Systemic Basal Bark/Root Application (Tree 65" to 85" DBH)	1	Per application	\$	\$
3.1.25	Systemic Basal Bark/Root Application (Tree above 85" DBH)	1	Per application	\$	\$
3.1.26	Plant 3 Gal. Clusia guttifera (Small-leaf Clusia)	1	each installation	\$	\$
3.1.27	Plant 7 Gal. Clusia guttifera (Small-leaf Clusia)	1	each installation	\$	\$
3.1.28	Plant 1 Gal. Arachis glabrata (Perennial Peanut)	1	each installation	\$	\$



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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
3.1.29	Plant 3 Gal. Chrysobalanus icaco "Red Tip" (Red-Tip Cocoplum)	1	each installation	\$	\$
3.1.30	Plant 3 Gal, Chrysobalanus "Horizontalis" (Horizontal Cocoplum)	1	each installation	\$	\$
3.1.31	Plant 3 Gal. Coccoloba Uvifera (Sea grape)	1	each installation	\$	\$
3.1.32	Plant 3 Gal. Hamelia Patens (Firebush)	1	each installation	\$	\$
3.1.33	Plant 3 Gal. Conocarpus erectus (Green Buttonwood)	1	each installation	\$	\$
3.1.34	Plant 3 Gal. Conocarpus erectus "Sericeous" (Silver Buttonwood)	1	each installation	\$	\$
3.1.35	Plant 1 Gal. Dianella tasminica "Variegata" (Var. Blueberry Flax Lily)	1	each installation	\$	\$
3.1.36	Plant 3 Gal. Ficus microcarpa "Green Island" (Green Island Ficus)	1	each installation	\$	\$
3.1.37	Plant 3 Gal., Hamelia Patens "Compacta (Dwarf Firebush)	1	each installation	\$	\$
3.1.38	Plant 3 Gal. Ixora "Nora Grant" (Pink Ixora)	1	each installation	\$	\$
3.1.39	Plant 3 Gal Jasminum volubile (Wax Jasmine)	1	each installation	\$	\$
3.1.40	Plant 25 Gal. Jatropha integerrima (Jatropha)	1	each installation	\$	\$
3.1.41	Plan 3 Gal. Microsorium scolopendrium (Wart Fern)	1	each installation	\$	\$
3.1.42	Plant 3 Gal. Muhlenbergia capillaris (Muchly Grass)	1	each installation	\$	\$
3.1.43	Plant 3 Gal. Schefflera arboricola "Dazzle"	1	each installation	\$	\$
3.1.44	Plant 3 Gal. Tripsacum dactylifera (Fakahatchee Grass)	1	each installation	\$	\$



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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
3.1.45	Plant 3 Gal. Tripsacum floridana (Florida Gamma Grass)	1	each installation	\$	\$
3.1.46	Plant 7 Gal. Zamia furfuraces (Cardboard Palm)	1	each installation	\$	\$
3.1.47	Seagrape trimming east of the CCCL line	1	each tree	\$	\$
3.1.48	Remove all from coconut palm with trimming	1	each tree	\$	\$
3.1.49	Material and installation of gravel cover (Surfside Mix)	1	cubic yard	\$	\$
3.1.50	Town of Surfside Community Center pesticide control through pesticide application	1	each application	\$	\$
3.1.51	Veterans Park and Tennis Center pesticide control through pesticide application	1	each application	\$	\$
3.1.52	96th Street Park pest control through pesticide application	1	each application	\$	\$
3.1.53	Hawthorne Tot Lot pest control through pesticide application	1	each application	\$	\$
3.1.54	Dog Park - Surfside Paws Up Park pest control through pesticide application	1	each application	\$	\$
3.1.55	Community Garden pest control through pesticide application	1	each application	\$	\$
3.1.56	Abbott Parking Lot pest control through pesticide application	1	each application	\$	\$
3.1.57	94th Street Parking Lot pest control through pesticide application	1	each application	\$	\$
3.1.58	Town Hall Parking Lot pest control through pesticide application	1	each application	\$	\$
3.1.59	93rd Street Parking Lot pest control through pesticide application	1	each application	\$	\$
3.1.60	95th Street Parking Lot pest control through pesticide application	1	each application	\$	\$



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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
3.1.61	Collins Avenue Parking Lot pest control through pesticide application	1	each application	\$	\$
3.1.62	Beach Ends pest control through pesticide application	1	each application	\$	\$
3.1.63	Street Ends pest control through pesticide application	1	each application	\$	\$
3.1.64	Hardpack / Walking Path pest control through pesticide application	1	each application	\$	\$
3.1.65	Harding Avenue Roadway (Downtown Surfside) pest control through pesticide application	1	each application	\$	\$
3.1.66	Right of Way (ROW), roundabouts and medians pest control through pesticide application	1	each application	\$	\$
3.1.67	Stump removal	1	each	\$	\$
3.1.68	Emodea Littoralis "Golden Creeper" 1 gallon	1	each installation	\$	\$
3.1.69	Bursera Simaruba "Gumbo Limbo" 12' ht.	1	each installation	\$	\$
3.1.70	Bursera Simaruba "Gumbo Limbo" 14' to 16' ht. 6'-7' spread	1	each installation	\$	\$

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: _____

Executed by: _____

(Type or print name)

Title: _____

for (Company): _____



Town of Surfside
 Price Submittal Schedule Form
 Hurricane/Storm Preparation and Recovery
 RFP # _____

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
1.0.0	<u>EMERGENCY SERVICES</u>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
1.1.1	One Landscape Supervisor	8	hours	\$	\$
1.1.2	One Landscape Laborer	8	hours	\$	\$
1.1.3	One Dump Truck Operator	8	hours	\$	\$
1.1.4	One Equipment Operator	8	hours	\$	\$
1.1.5	One Operation Manager	8	hours	\$	\$
2.0.0	<u>EQUIPMENT</u>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
2.1.1	One Dump Truck (less than 10 CY)	1	1 day	\$	\$
2.1.2	One Dump Truck (greater than 10 CY)	1	1 day	\$	\$
2.1.3	One Bucket Truck	1	1 day	\$	\$
2.1.4	One Backhoe (Combination loader)	1	1 day	\$	\$
2.1.5	One Front end Loader with operator	1	1 day	\$	\$
2.1.6	One Skid Steer with attachments	1	1 day	\$	\$
2.1.7	One Chipper with operator	1	1 day	\$	\$
2.1.8	One Tub grinder 800 to 1000 HP, including oprator	1	1 day	\$	\$
2.1.9	One Grapple Truck (25 cubic yards or less)	1	1 day	\$	\$



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 Hurricane/Storm Preparation and Recovery
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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
2.1.10	One Grapple Truck (25 cubic yards or more)	1	1 day	\$	\$
2.1.11	One Tub Grinder	1	1 day	\$	\$
3.0.0	<u>Services and Materials</u>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
3.1.1	Installation of chain link fence	1	linear feet	\$	\$
3.1.2	Disposal of vegetation debris to landfill	1	cubic yard	\$	\$
3.1.3	Disposal of mulch debis to landfill	1	cubic yard	\$	\$
3.1.4	loading and hauling debris from ROW to Town designated debris management site (within Town Boundaries) estimated 15,000 cubic yard)	1	cubic yard	\$	\$
3.1.5	Disaster Debris Management site debris reduction by chipping/grinding per cubic yard on debris management site	1	cubic yard	\$	\$
3.1.6	Removal of hazardous fallen limbs	1	each tree	\$	\$

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: _____

Executed by: _____

(Type or print name)

Title: _____

for (Company): _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
NAME OF ENTITY**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2025 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the “Town”), and **NAME OF ENTITY**, a Florida [type of entity], (hereinafter, the “Consultant”).

WHEREAS, the Town issued Request for Proposals (RFP) No. 2025-01 seeking qualified firms for Landscape Maintenance and Related Services, which RFP is incorporated herein by reference; and

WHEREAS, the Consultant will perform services on behalf of the Town, all as further set forth in the **Proposal dated _____, 2025**, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services on a non-exclusive basis as set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Town.

2. Term/Commencement Date.

2.1. The term of this Agreement shall commence on the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Consultant shall be based on the corresponding Unit Pricing for the Services as set forth in Consultant's Fee Schedules, which are attached hereto as Exhibit "B," "C," and "D" and incorporated herein by reference.
- 3.2. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

- 5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the

Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property

Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to

the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by

registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

16.3. Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

- 16.9. Consultant shall comply with the following FEMA records access requirements:
- 16.9.1. The Consultant agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 16.9.2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 16.9.3. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed pursuant to or in connection with this Agreement.

16.9.4. In compliance with the Disaster Recovery Act of 2018, the Town and the Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town of Surfside, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

20.2. The Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working

solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **Boycotts.** The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
28. **Federal Requirements.** Consultant agrees to comply with the contract provisions listed under FHWA-1273 Form, attached hereto Exhibit "E" and incorporated herein by reference, and the following terms and provisions for all federally funded and reimbursable Services provided:
 - 28.1. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** In accordance with 2 C.F.R. § 200.321, Consultant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps for the Consultant to take regarding subcontractors must include:
 - 28.1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 28.1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 28.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 28.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 28.1.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - 28.2. **Debarment and Suspension.** The Town and the Consultant are subject to the debarment and suspension regulations set forth under Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000.

28.2.1. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, Consultant is required to verify that the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

28.2.2. Consultant must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

28.2.3. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Consultant did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

28.2.4. Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28.3. Procurement of recovered materials. The Town and the Consultant agree to comply with 2 C.F.R. § 200.322:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28.4. Methods of procurement to be followed. T

28.5. Davis-Bacon Act.

28.5.1. All transaction regarding this contract shall be done in compliance with the Davis-Bacon Act, 50 U.S.C. 3141-3144 and 3146-3148, and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.

28.5.2. Consultant is required to pay wages to laborers at a rate not less than the prevailing wages specified in the a wage determination made by the U.S. Secretary of Labor.

28.5.3. Consultants must pay wages not less than once a week.

28.6. Copeland Anti-Kickback Act.

28.6.1. Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

28.6.2. . The Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

28.6.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

28.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Consultants who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto as Exhibit “E”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

28.8. Compliance with the Contract Work Hours and Safety Standards Act.

28.8.1. The Consultant or its subcontractors contracting for any part of the Services under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

28.8.2. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

28.8.3. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

28.8.4. The Consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

28.9. Clean Air Act.

28.9.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42U.S.C. § 7401 et seq.

28.9.2. The Consultant agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

28.9.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

28.10. Federal Water Pollution Control Act.

28.10.1. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

28.10.2. The Consultant agrees to report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

28.10.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

28.11. DHS Seal, Logo, and Flags. The Consultant shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

28.12. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

28.13. Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

28.14. Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Consultant shall comply with the following:

28.14.1. Without invalidating the Agreement, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

28.14.2. The Agreement Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

28.14.3. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Town's Procurement Code, as amended from time to time.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Jason Greene
Interim Town Manager

By: _____

Name: _____

Attest:

Title: _____

Entity:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Surfside
Attn: Interim Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
JGreene@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "A"
SCOPE OF SERVICES

The Scope of Services are those contained in RFP No. 2025-01 and the Proposal dated _____, 2025, attached hereto and incorporated herein by reference.

EXHIBIT “B”

General Monthly Maintenance Price Schedule

[Insert Consultant’s Price Submittal Schedule Form – General Monthly Maintenance Services]

EXHIBIT “C”

On Demand Additional Services Price Schedule

[Insert Consultant’s Price Submittal Schedule Form – On Demand Additional Service]

EXHIBIT “D”

Hurricane/Storm Preparation & Recovery Services Price Schedule

[Insert Consultant’s Price Submittal Schedule Form – Hurricane/Storm Preparation & Recovery Services]

**Exhibit “E”
FHWA-1273**



Town of Surfside
Tree Schedule Inventory

RFP # _____

NOTE: This is a Town provided estimate / inventory. All bidders are to field verify quantities prior to submitting pricing.

Item Number	Item Description / Location	Tree Schedule Inventory																			
		Sabal Palm	Date Palm	Bismarckia Palm	Ribbon Palm	Small Palm	Hedge Screening	Hardwood	Coconut Palm	Other											
1.0.0	<u>Park and Recreation Facilities</u>																				
1.0.1	Town of Surfside Community Center	30									YES	18	56								
1.0.2	Veterans Park and Tennis Center		8								YES		8								33
1.0.3	96th Street Park							10			YES		13								53
1.0.4	Hawthorne Tot Lot	30	1					2			YES	7									1
1.0.5	Dog Park - Surfside Paws Up Park/Pump Station										YES	12									
1.0.6	Community Garden/Pump Station							32			YES	3									
1.0.7	Town Hall			2							YES										28
1.0.8	Butterfly Park																				4
2.0.0	<u>Parking Lots</u>																				
2.0.1	Abbott Parking Lot							49			YES	28									
2.0.2	94th Street Parking Lot		3					27			YES	15									
2.0.3	Town Hall Parking Lot	6	2					17			YES		6								5
2.0.4	93rd Street Parking Lot		2					14			YES	15									
2.0.5	95th Street Parking Lot							15			YES										
2.0.6	Collins Avenue Parking Lot							26			YES										
3.0.0	<u>Right of Way</u>																				
3.0.1	Beach Ends	18	7								YES	6	9								
3.0.2	Street Ends			3				41													
3.0.3	Hardpack / Walking Path											80									
3.0.4	Harding Avenue Roadway (Downtown Surfside)	67				22						12									
3.0.5	All Right of Way (ROW), roundabouts and medians	3	17								YES	1	6								
Totals Quantities		154	40	5	22	233	0	197	98	124	0	197	98	124	0	197	98	124	0	197	124