



Town of LAUDERDALE-BY-THE SEA

4501 OCEAN DRIVE • LAUDERDALE-BY-THE-SEA, FL 33308
TELEPHONE (954) 640-4232 • FAX (954) 776-0578

January 16, 2013, ITB # 13-01-02 HAT Landscaping Project

1. PURPOSE: The Town of Lauderdale by the Sea is seeking proposals from qualified Landscape Contractors hereinafter referred to as Contractors for contractual services to install trees and swales in the Hibiscus, Allenwood and Tropic area along with the associated restoration. The proposed construction is defined within Exhibit A – Bid Schedule, Exhibit B – Construction Plans, and Exhibit C – Technical Specifications which are attached to this document. The selected Contractor shall be expected to execute the Town's standard construction contract upon award. A copy of the Town's standard construction contract shall be made available upon request from the Town Clerk.

2. INFORMATION AND CLARIFICATION: For information regarding this project, please contact Don Prince, Municipal Services Director at donp@lbts-fl.gov or (954) 640-4232. Information provided will be for clarification purposes only. There will be an optional pre-bid meeting on January 25, 2013, 9:00 am at Town Hall for the purpose of discussing the general scope of the project. All change orders must be in writing with prior approval as stated in the Construction Contract.

3. LICENSE REQUIREMENTS: All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and effect and evidence thereof shall be provided to Town.

4. QUALIFICATIONS: Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the proposer to perform the type and magnitude of work specified herein. Upon request, the proposer shall submit such information as deemed necessary by the Town to evaluate the proposer's qualifications.

5. REJECTION OF BIDS: The Town may reject bids for any reason, including without limitation:

- (a) for budgetary reasons, or,
- (b) if the proposer misstates, conceals, or omits any material fact in the bid, or,
- (c) if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d) if the bid is conditional, or,

(e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid

6. DESCRIPTION OF SUPPLIES: All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry and meet the requirements defined within the technical specifications.

7. SUBMISSION OF BIDS: Bids must be received by 2:00 pm on February 7, 2013 at the Office of the Town Clerk located at 4501 North Ocean Drive, Lauderdale By The Sea, FL 33308 in a sealed envelope marked Hat Drainage Project ITB 13-01-02. The completed bid schedule must be enclosed with the submittal.

8. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS: Proposers shall comply with all local, state and federal directives, orders and laws as applicable to this bid.

9. INSURANCE And Bond REQUIREMENTS

9.1 Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as specified below, naming the Town as named or additional insured, underwritten by a firm qualified to do business in the State of Florida.

- a. Commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. This liability Insurance shall also include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor. General Aggregate (except products - completed operations) in the amount of \$1,000,000.00.
- b. Professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.00.
- c. Workers compensation insurance as required by law.
- d. Business Automobile Liability with minimum limits of \$500,000.00 per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. 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 Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.

Endorsements of Insurance shall be provided to the Town at the time of execution of this Contract reflecting the Town as a named or additional insured. Each certificate shall include a (30) thirty-day advance notice of cancellation provision in favor of the Town.

9.2 Prior to performing any portion of the Work and within three (3) days of the Effective Date of the contract, the Contractor shall deliver to Town the Bonds (except the maintenance bond) required to be provided by Contractor hereunder. (The bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of B plus or better for bonds up to two million. Upon Substantial Completion, the Contractor shall provide the Town with a maintenance bond for the Work in an amount equal to one hundred percent (100%) of the Contract Price in a form satisfactory to the Town and which shall be continuing and remain available for use by the Town for a period of one year subsequent to Final Completion. The Surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable Bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another Bond (or Bonds as applicable) and Surety, all of which must be satisfactory to Town.