

SPECIAL TERMS AND CONDITIONS

- SC-1 AS SPECIFIED** - A purchase order will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.
- SC-2 CERTIFICATION AND/OR LICENSES** - Bidders shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. This Certification shall be current at all times during the duration of this contract. Bidders should provide, with their bid, a copy of all current licenses. If not provided with your bid, they must be submitted within three (3) business days of the Town's request.
- Bidder must hold a current tax receipt (Occupational License). Copy of license must be submitted with bid and must be in the name of the bidder shown on the Bid Proposal Page. A current, signed copy of IRS Form W-9 should also be submitted with your bid.
- SC-3 COMPETENCY OF BIDDERS** - Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance and a sufficient delivery fleet to insure satisfactory execution of the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- SC-4 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH** -The Bidder hereby certifies that all material, equipment and supplies contained in their proposal meets all O.S.H.A. requirements. The successful proposer shall be solely and completely responsible for the safety of all persons (including employees) and property during the performance of the work. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirements shall be followed. Failure of the Proposer to thoroughly familiarize themselves with the aforementioned provisions shall not relieve them from compliance with the obligations and penalties set forth therein.
- SC-5 CONTRACTOR RESPONSIBILITY** - The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.
- SC-6 DAMAGE TO PUBLIC OR PRIVATE PROPERTY** - Extreme care shall be taken to safeguard all existing facilities, sidewalks, curbs, landscaping, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Town.
- The successful bidder shall at all times, guard against damage or loss to the property of the Town of Palm Beach and/or private property within the Town. Contractor shall be held responsible for replacing or repairing any such loss or damage. The Town of Palm Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents.
- SC-7 DELETION OR MODIFICATION OF SERVICES** - The TOWN reserves the right to add or delete any portion of this Contract at any time without cause, and if such right is exercised by the Town, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Bid Proposal Page.
- SC-8 ON SITE INSPECTION** - An inspector may be designated by the Town of Palm Beach. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Contractor.
- SC-9 PERFORMANCE** - The Town shall not pay for work that fails to meet the Town's standards as set forth in this Bid and as determined by the Contract Coordinator.

SC-10 PUBLIC SAFETY AND CONVENIENCE - In the Contractor's use of streets and highways for the work to be done under these specifications, they shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages work, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Town of Palm Beach or designee.

No more than one-half (1/2) of the road or street shall be dosed and traffic shall be controlled, so as to provide minimum hindrance. Contractor shall utilize traffic control devices when working on right of ways.

Contractor is responsible for obtaining right of way permits when working on DOT roadways. There will be no fees for these permits.

There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. without approval from the Town of Palm Beach or designee.

No road or street shall be dosed to the public, except with the permission of the Contract Coordinator and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches

SC-11 SELLING, TRANSFERRING OR ASSIGNING CONTRACT - No contract awarded for services in this proposal shall be sold, transferred or assigned without the prior written approval of the Town.

SC-12 STANDARDS OF PERFORMANCE

- (a) The performance of all services by the Contractor under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.
- (b) In performing all services under this Agreement, the Contractor will use that degree of care and skill ordinarily exercised for similar projects by licensed contractors who possess special expertise in the types of services involved under this Agreement.
- (c) Any provisions in this Agreement pertaining to the Town's review, approval and/or acceptance of written materials prepared by the Contractor and/or its subcontractors in connection with this Agreement will not diminish the Contractor's responsibility for the materials.
- (d) In performing all services under this Agreement, the Contractor will comply with all local, state and federal laws.

SC-13 TOWN CONTRACT COORDINATOR - The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract.

The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator.

The Contract Coordinator principal duties shall be:

- A. Liaison with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assures consistency and quality of Contractor's performance.
- E. Schedule and conduct Contractor performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed or items delivered.

SC-14 VENDOR SERVICE REPRESENTATIVE -The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.