

**BID FORM  
RIGHT-OF-WAY MOWING CONTRACT  
TOWN OF HILLIARD, FLORIDA**

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**SUBMITTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
\_\_\_\_\_ **TELE:** \_\_\_\_\_  
\_\_\_\_\_ **FAX:** \_\_\_\_\_  
**EMAIL ADDRESS:** \_\_\_\_\_

- 1.01 This Bid is submitted to:  
Town of Hilliard  
15859 West County Road 108  
Hilliard, Florida 32046
- 1.02 A Bid Bond in the form of a certified or cashier's check in the amount of \$2,500.00 must accompany each bid.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S REPRESENTATIONS**

- 2.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- | <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

- F. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### **ARTICLE 3 – BIDDER’S CERTIFICATION**

3.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **ARTICLE 4 – BASIS OF BID**

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

**UNIT PRICE BID**

Item No.	Description	Quantity	Unit	Bid Unit Price	Bid Price
	Mowing, Weed Eating, and Trash Clean-up (March 14 through October 27)	8	Each		
<b>Total Price of Bid</b>					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and (3) final payment for all unit price Bid items will be based on actual satisfactorily installed quantities, determined as provided in the Contract Documents.

**ARTICLE 5 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By:

*[Signature]*

\_\_\_\_\_

*[Printed name]*

\_\_\_\_\_

*(Title)*

\_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

\_\_\_\_\_

*[Printed name]*

\_\_\_\_\_

*[Title]*

\_\_\_\_\_

Bidder's Business License No.: \_\_\_\_\_

***Affix corporate seal, if applicable.***

**TOWN OF HILLIARD, FLORIDA  
RIGHT-OF-WAY MOWING SERVICES CONTRACT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Town of Hilliard, Florida (**hereinafter designated the Town**) and

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(**hereinafter designated the Contractor**)

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows.

**ARTICLE 1**

The Contractor agrees to furnish **Mowing Services** all in accordance with the Request for Proposals, including the bidding requirements, specifications, and other supporting documents incorporated therein, attached hereto and made a part hereof for the price specified in its bid dated February 17, 2022, except as otherwise stated or contradicted more specifically in this main Agreement document. A copy of Contractor's Standard Bid Form is also attached hereto and made a part hereof. Upon 24 hours written notice provided by the Town, either in email or other writing, the Town may cancel a regularly scheduled mow without cause and Contractor shall not be entitled to payment for the mow. The Total contract price shall be reduced by the *pro rata* amount Contractor would have earned but for the cancellation.

**ARTICLE 2**

In consideration of the foregoing, the Town agrees to pay to the Contractor as compensation for everything furnished and done by the Contractor under this contract, and for well and faithfully completing the work, as herein provided, such sums of money as is set out in the accompanying bid. Once the work is completed, Contractor shall submit invoices to PWD Designee for approval. PWD shall provide approved invoices to Town Council at least one week prior to the town council meeting in which the invoice is being approved. The Town shall have at least 30 days to pay out all outstanding approved invoices.

**ARTICLE 3**

The Contractor will defend, indemnify, and hold harmless the Town of Hilliard, Florida, its officers, agents, servants and employees against any and all claims, demands, liabilities, losses, damages and expenses the Town of Hilliard, Florida, its officers, agents, servants and employees may incur arising out of or in any way connected with the Contractor's performance of or failure to perform its obligations under this contract.

#### **ARTICLE 4**

- a. The Contractor shall not assign, sub-contract, or in any way transfer any interest in this contract in whole or in part, or delegate any of the work to be performed hereunder to any other person, firm, company, corporation, or organization without the express written permission of the Town. The Contractor shall not assign any moneys due, or to become due to him under this Contract, without prior express written consent of the Town.
- b. The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall at the election of the Town:
  - 1) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town;
  - 2) Fully obligate the newly formed organization, corporation, and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specification or descriptions contained herein.
- c. Failure of any subcontractor to perform shall not relieve the Contractor of its obligations to fulfill all terms and conditions of the Contract as set forth herein.

#### **ARTICLE 5**

- a. The failure of either party to fulfill a material obligation of the Agreement, which continues for fourteen days after written notice, the falseness of any statement by the Contractor in its bid documents, the institution by or against the Contractor of any bankruptcy, receivership or insolvency proceedings, or the making of any assignment for the benefit of its creditors, shall constitute an event of default. Upon an event of default, the other party to the contract may terminate the contract, in addition to all other remedies to which it may be entitled by law or in equity, including without limit all rights the Town may have to the bond required hereunder.
- b. The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town to enforce same, nor shall waiver by the Town of any breach of said provisions be taken to be a waiver of said provisions or any subsequent breach of said provisions.

#### **ARTICLE 6**

If any portion of this contract is found to be unenforceable or contrary to law, it shall not affect the validity of the remainder of the Contract.

#### **ARTICLE 7**

The documents expressly incorporated herein comprise the parties' entire contract and there are no other agreements between the parties. Any amendments to the contract must be in writing and signed by the duly authorized representatives of the parties.

**ARTICLE 8**

Florida law governs this Agreement. The sole and exclusive venue for any dispute between the parties shall be Nassau County, Florida.

**CONTRACTOR**

**TOWN OF HILLIARD, FLORIDA**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
John P. Beasley, Council President

\_\_\_\_\_  
Printed Name and Title

Attests: \_\_\_\_\_  
Lisa Purvis, Town Clerk

Approved: \_\_\_\_\_  
Floyd L. Vanzant

**TOWN OF HILLIARD  
RIGHT-OF-WAY MOWING CONTRACT  
CONTRACTOR REQUIREMENTS**

1. Contractor shall perform work according to the written schedule. There are eight mow cycles. Each mow cycle must be completed prior to invoice submission. The submit invoice date is the Thursday prior to the next Council Meeting. This allows sufficient time for the invoice to be added to payables.
2. There are four mowing zones. Contractor can select which zone, but once work has commenced on that zone it should be completed barring any unforeseen circumstances.
3. Upon zone completion, contractor will notify Public Works for inspection. Once the zone passes inspection that zone is completed for that mow cycle.
4. Trash cleanup will be required prior to mowing.
5. Grass shall be mowed to a maximum height of four inches.
6. Contractor shall weed eat around signs, posts, trees, mailboxes, etc.
7. The entire width of right-of-way shall be maintained unless it is a designated side mount area. Side mount ditches are listed on a separate map. These areas consist of a deeper ditch that requires a side mount. In these areas the contractor will be responsible for any of the right-of-way that the side mount does not cut. Contractor will also be responsible for all trash clean up in these areas.
8. Contractor shall be properly licensed to perform the work.
9. Contractor shall operate in a safe manner and be responsible for its safety protocol.
10. Contractor shall maintain Workman's Compensation Insurance and General Liability Insurance when performing work for the Town. Town of Hilliard shall be named as an additional insured. General Liability Insurance shall be \$500,000 minimum.
11. Contractor shall be compensated for each completed mow cycle, as in accordance with this bid.
12. Sealed bids shall be received at the office of the Town Clerk at 15859 West County Road 108, Hilliard, Florida 32046 until 2:00 PM local time on 2/17/22, at which time the Bids received will be publicly opened and read aloud.
13. Bids will be received for a single prime contract.
14. Bids shall be on a unit price basis as indicated in the Bid Form.
15. The issuing office for the Bidding Documents is the Town of Hilliard, 15859 West County Road 108, Hilliard, Florida 32046, (904) 845-3555.
16. Prospective Bidders may examine the documents at the Issuing Office, Monday through Friday (excluding Holidays) and may obtain copies of the Bidding Documents, free of charge from the Issuing Office.
17. Owner shall not be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.
18. The Town of Hilliard is an equal Opportunity Employer and welcomes bids from MBE/WBE contractors.

19. Bids may be rejected on an individual or collective basis by the town, in its sole and absolute discretion.
20. Each bidder must indicate in writing that it agrees that security in the form of a Bid Bond, specifically certified or cashier's check in the amount of \$2,500, payable to the Town of Hilliard, Florida accompanies the bid; that the amount is not to be construed as a penalty, but as liquidated damages that the Town will sustain by failure of the bidder to execute and deliver a contract within ten (10) days of the written notification of the award of the contract to the bidder; thereupon, the security shall become the property of the Town but if the applicable bid is not accepted within ninety (90) days of the time set for the submission of bides, or if the bidder delivers the executed contract upon receipt, the Security shall be returned to the bidder within seven (7) working days.



## 2022 MOWING SCHEDULE

MOW ZONES COMPLETED	BEGIN NEXT MOW CYCLE	SUBMIT INVOICE FOR PAYABLES	PAYMENT (Approval at First Thursday Council Meeting)
1 2 3 4	MOW 1	3/14/2022	3/31/2022
1 2 3 4	MOW 2	4/11/2022	4/28/2022
1 2 3 4	MOW 3	5/9/2022	5/26/2022
1 2 3 4	MOW 4	6/6/2022	6/23/2022
1 2 3 4	MOW 5	7/11/2022	7/28/2022
1 2 3 4	MOW 6	8/8/2022	8/25/2022
1 2 3 4	MOW 7	9/5/2022	9/29/2022
1 2 3 4	MOW 8	10/10/2022	10/27/2022
Below are email addresses for inspection & payment:			
	<a href="mailto:Rowe@townofhilliard.com">Rowe@townofhilliard.com</a>		
	<a href="mailto:Ggrooms@townofhilliard.com">Ggrooms@townofhilliard.com</a>		
	<a href="mailto:Kdcarroll@townofhilliard.com">Kdcarroll@townofhilliard.com</a>		