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City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Nuisance Abatement of Private Property - ITB-16013-24

Requested Action/Authority:

Recommend approval to reject all bids. The Procurement Division together with ML determined the Specifications and the Price Sheet need to be re-evaluated. The solicitation will be re-issued at a later date.

Justification/Explanation:

Legal Contract #:	N/A	Contract Date:		Change Order/AMD #:	N/A	
PO/Release #:	N/A	Bid Date:	10/09/2024	Awarded Supplier:	N/A	
Licenses Verified:	No	Effective Date:	10/31/2024	Basis of Award:	LPTA	
Federally Funded:	N/A	No. Invited:	170	Responses Received:	6	Attachments:
Solicitation:	ITB - 16013 - 24			Procurement Contract #:	N/A - N/A	
Executed By:	Procurement					

PoP:Base:	N/A	Options:	N/A	Extension(s):	N/A
JSEB Rec.:	Set aside	%:	100	Bonds Waived Pursuant To:	N/A

Fund:	00000	Center:	000000	Acct:	000000	Proj:	00000000	Activity:	00000000	$	0.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 0.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	PWML:MOWING_AND_LANDSCAPE_MAINTENANCE			
Concurrence:	Signed by: Perry, Russell 929E4174266149F...	Title:	MOWING AND LANDSCAPE CONTRACT MANAGER	10/23/2024
Concurrence:	Signed by: McDaniel, Dave 041C4F173D4A4A0...	Title:	CHIEF OF MOWING AND LANDSCAPE MAINTENANCE	10/23/2024
Concurrence:	DocuSigned by: Nina Sicker 1EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	10/23/2024
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: David Klages 2E82099526 4D4AE...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 10/28/2024
Name:	David Klages	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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NUISANCE ABATEMENT OF PRIVATE PROPERTY – RE-BID
SPECIFICATIONS

Work Sites:
The work sites are individual properties within the City of Jacksonville cited by the City of Jacksonville Municipal Code Compliance Division for violations of the Jacksonville Property Safety and Maintenance Code, unless the Contract Manager requests services at other locations. The number of sites in any one area may vary each month from zero to over one hundred (100).

The two work groups are:

- Group 1: Urban Core, Northwest, and Southwest areas
- Group 2: Greater Arlington/Beaches, North, and Southeast areas

Estimated Quantities:
This Contract is governed by budgetary restriction; therefore, the actual payment to the Contractor will be based on the unit price of the actual amount of work authorized by the Contract Manager and completed by the Contractor. Total payments during the contract period may be more or less than the Blanket Purchase Order amount since all quantities are estimated and no quantities are guaranteed.

Permits Fees, Certifications, and Notifications:
The Contractor shall procure or secure all regulatory permits and licenses necessary to comply with City, State, and Federal regulations; shall pay all related charges and fees; and shall give all notices necessary and incidental to the lawful execution of the work. The charges and fees for all necessary permits and licenses shall be incidental to the type of work being performed and all cost shall be included in the contract unit prices for the related bid items. In carrying out all permitted work in this Contract, when under the jurisdiction of any regulatory agency, the Contractor shall comply with all regulations issued by such agency and with all general, special, and particular conditions relating to regulated activities of any and all permits and licenses issued either to the Contractor or to the City. The Contractor shall be responsible for posting any permit placards in a protected location at the work site.

In the case of any discrepancy between any permit condition and a requirement of the contract specifications, the permit condition shall prevail.

The Contractor and/or its subcontractor shall maintain a Waste Tire Transporter License (WTTL) throughout the length of the Contract.

Unit Price Adjustments:
All pricing submitted shall remain firm for the first year of the initial two-year contract period. After the first year of the initial contract period, and once per year thereafter, the Contractor may submit in writing a request for price escalation / de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase.

The Contractor may submit a written request to increase the unit prices before each allowable period stated above if the request is received at least thirty (30) days prior to the completion of the current contract period. The City may accept or deny the requested price increase or choose to terminate the Agreement. The price increase request may be for all or some of the bid items.

The Contractor's request for a price increase will be based solely upon the CPI percentage change for the month of February (published in March), using the Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO) for the previous year, or each year of the previous two years, depending on how long the current pricing has been in place, compounded annually. If the City agrees to a price increase, the new Unit Prices will be determined by using the current Unit Prices and adjusting them by the amount of the agreed upon increase percentage. The City reserves the right to decline any price increase request.

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Authority of the Project Manager:
The primary authority of the Project Manager shall be to evaluate the Contractor's work for compliance with the bid documents. At no time shall the Project Manager supervise the Contractor's work force nor create any responsibility for the acts or omissions of the Contractor, subcontractor, or supplier during the execution of this contract.

Contractor's Supervision and Superintendent:
The Contractor will assign a Superintendent satisfactory to the Contract Manager to directly supervise all abatement work within one week after receiving the Notice of Award. The Contractor shall not replace or assign the superintendent to any other project without the consent of the Contract Manager. The Superintendent will be the Contractor's representative and will have complete authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be readily available via telephone, cell phone, email, and fax.

The superintendent shall verify that all items reported to the Contract Manager as complete are in conformance with the quality standards set forth in these contract documents.

Neither the City nor the Contract Manager will be responsible for the act or omissions of the Contractor, its agents, employees, subcontractors, or any other persons performing any of the work.

The Contractor's Superintendent and others of its representatives, including each crew leader, who communicate with the Contract Manager during the life of this contract must speak, comprehend, read, and write English.

The Contractor shall supervise and direct the work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures used to achieve the abatement services and for the supervision of its employees while performing work under this contract. At no time shall the Project Manager supervise or accept responsibility for employees of the Contractor.

Qualification of Personnel:
The Contractor's personnel shall be fully competent and solely responsible for their performance of the work required by these specifications.

Should the City determine that an employee of the Contractor is incompetent, intemperate, disorderly, or insubordinate; such employee shall be discharged from the work upon written notice by the Project Manager and shall not be allowed to perform work under this specification without the written consent of the Project Manager. Failure of the Contractor to remove such an employee from the work force may result in a temporary suspension of work and withholding of payments until the problem is corrected.

Labor And Equipment Requirements:
The awarded Contractor must have in its possession all required equipment listed below, either by ownership or by long-term lease agreement, or have a written commitment from a lender to finance the cost of the required equipment not owned or leased. **Equipment owned by a proposed subcontractor cannot be used to by the prime contractor to meet the equipment requirement below.**

(2) Trash Truck, Dump Truck, or Truck w/ large Trailer w/ side walls, each w/ Cover to transport Litter/Debris

(1) 50 hp Tractor w/5-foot Mower Deck

(4) Pickup Truck w/ Mower Trailer

(4) Finish/Rough Cut Mower w/ 60-inch Deck

(4) Gas or Electric String Trimmers

(4) Gas or Electric Edger with blades

(4) Blowers

(4) Chain Saws

(1) Miscellaneous Hand Tools (one set per crew)

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Contractor shall furnish all appropriate personnel and the type, size, quality, and quantity of tools and equipment necessary to complete the specified work in the specified time-frame.

All motor vehicles used by the Contractor shall be clearly and legibly identified by a sign with the company name and telephone number. At no time shall employees' personal vehicles be parked on or adjacent to the work sites.
Contractor shall maintain all equipment and hand tools in good repair, including mower discharge covers and guards to prevent dangerous ejection of mowing discharge. Mowers shall produce a sharp, clean cut and uniform distribution of the discharge. Contractor shall regularly sharpen and replace mower and edger blades, including bed knives and reels of reel mowers, so that grass is cut sharply without ripping.

Contractor shall clean mower decks before leaving each parcel to remove grass clippings and weed seeds.

The Contract Manager may inspect tools and equipment during the performance of work to verify tools and equipment are in good repair. If the Contract Manager determines that a piece of equipment is in poor working order, poses a safety hazard, or is damaging the turf, landscaping, curbs pavement, or other site improvements, he/she shall notify the Contractor. Upon notification, the Contractor shall immediately remove the defective equipment from the worksite and temporarily cease work until the equipment is repaired or replaced. **Poor equipment or equipment failure is not a valid reason for production delays.**

The Contract Manager's inspection and approval of the Contractor's equipment will not relieve the Contractor of its responsibility or liability for personal injury or property damage caused by its equipment operation.

Some turfgrass areas on slopes, ditch banks, ditch bottoms, and areas beyond the ditch banks may be too steep or too wet for access with standard mowers. Contractor shall provide some other means of mowing in these areas, such as an articulated arm mower or manual trimming. Lack of suitable equipment on the site is not considered a valid reason for not mowing a vegetated area.

Equipment used to transport litter and debris shall be covered and constructed to prohibit the loss of litter along the roadway.

Performance and Payment Bonds:
A Performance and Payment Bond is <u>not</u> required for this project; however, prior to Final Payment to the Contractor at the end of the contract period, the Contractor must submit to the City a written certification, by affidavit, that laborers and materialmen, as defined by Florida Stature s.713.01, have no claims against the Contractor resulting from the work required by the contract.

Insurance:
The Contractor and its subcontractors, if any, shall procure and maintain at their expense the insurance of the types and in the minimum amounts stated in the Indemnification and Insurance section of this solicitation throughout the life of this contract.

The awarded Contractor shall submit a Certificate of Insurance for itself and each subcontractor to the Project Manager within ten (10) days after receiving a notice of award (include the bid number on the certificate). Work shall not commence until the certificate(s) has (have) been reviewed and approved by the City.

Notice to Proceed:
The Contractor shall not begin work until he/she has received the Notice to Proceed. The City is not obligated to pay the Contractor for services performed before the date of the Notice to Proceed is issued.

Work Hours:
In general, Contractor shall perform all work during daylight hours. For special operations, night work may be allowed if so authorized in writing by the Project Manager. No work shall be done when weather conditions limit visibility to less than five hundred feet (500').

Contractor shall not work on a Saturday, Sunday, or a City holiday. When a holiday falls on a Saturday, Contractor shall not work on the preceding Friday. When a City holiday falls on a Sunday, Contractor shall not work on the following Monday. Exceptions to this rule can only be made by written permission of the Project Manager.

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Temporary Suspension of Work:
The Contract Manager can suspend work, wholly or in part, for such periods as he/she deems necessary. These periods of suspension include adverse weather conditions, heavy traffic conditions due to special events, and other situations that may cause a hazardous condition for motorists and/or pedestrians. The Contract Manager will order such suspensions of work in writing explaining the reasons for the suspension. Normal operations may resume when directed by the Contract Manager.

Mobilization:
Mobilization consists of the preparatory work and operations necessary to begin the work at each site including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the maintenance of each site plus the costs of insurance. Mobilization shall be included in the unit price for each type of maintenance operation. There is no separate unit price for mobilization.

Maintenance of Traffic (MOT):
Contractor shall develop and coordinate traffic control for maintenance operations along roadways in accordance with traffic control requirements of the City of Jacksonville Traffic Engineering Division and with the Florida Department of Transportation (FDOT) when in an FDOT right-of-way. Work required within FDOT right-of-ways shall be permitted by contacting the FDOT Maintenance Engineer at (904) 360-5342.

Maintenance of Traffic includes all signs, devices, equipment, and personnel required to control traffic and pedestrians for the duration of the work at each work site. The Contractor shall include the estimated cost of MOT in bid price for each type of operation based upon the Contractor's anticipated average project duration. There is no separate unit price for Maintenance of Traffic.

Contractor shall maintain traffic at all times. If the City determines the Contractor has neglected to comply with the MOT requirements, or that the Contractor's work performance constitutes a traffic safety problem, the Contract Manager will have the authority to stop work or dictate working hours without prior notice. The City is not responsible for the Contractor's additional cost caused by such a work stoppage.

The Contractor is financially responsible for damage to vehicles, property, or persons caused by, or resulting from, its operations. The Contractor is also liable for accidents or altercations caused by the Contractor's neglect.

If the Contract Manager determines the Contractor's work at a site may constitutes a safety problem during certain times of the day, the Contract Manager may dictate the time when site visits are allowed.

Responsibility for Damages and Preservation of Property:
Contractor shall use due care at all times to avoid damaging vehicles, persons, property, and improvements (public or private) which may exist within or adjacent to the work area and protect improvements in any other area that may be impacted by the work. Improvements include streets, curbs, sidewalks, utilities, light poles, buildings, structures, trees, landscaping, landscape irrigation systems, signs, and mailboxes.

The Contractor is financially responsible for such damages to vehicles, property, or persons caused by, or resulting from, its operations. The Contractor is also liable for accidents or altercations caused by the Contractor's neglect. The Project Manager shall make a prompt determination of liability in the case of damage.

The Contractor, at its expense, shall repair or replace damaged property improvements within ten (10) days of causing the damage. Damaged improvements shall be repaired or replaced to a condition at least equal to that which existed prior to the damage. Contractor shall repair damage to roadway improvements in accordance with current City or FDOT Standards.

Before performing any repair work, Contractor shall obtain written authorization from the Project Manager to make such repairs. Contractor shall submit a written request to the Project Manager for an inspection when repair work has been completed. The Project Manager will provide the Contractor with a letter of acceptance when the repair work is satisfactorily completed.

The City will not pay for completed normally scheduled work until all repair work has been satisfactorily completed.

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The City reserves the right to repair the Contractor's damage to roadway improvements such as traffic signals, streetlights, traffic signs, guardrails, and other delineators. If the City repairs the damage caused by the Contractor, the City's cost to repair the damage will be determined by the total cost of materials, labor, and equipment incurred by the City for the repair.

When property damage creates an unsafe condition, the City reserves the right to make immediate repairs at the Contractor's expense.

If repairs are performed by the Contractor in an unsatisfactorily manner, the City may choose to repair the work with all costs incurred by the City deducted from the Contractor's billing.

Limitations of Equipment Operations on Road Right-of-Ways:
When operating moving equipment in the road right-of-way, Contractor and subcontractors shall operate in the same direction as the flow of vehicular traffic if the operation is within ten feet (10') of the travel lane. Exceptions will be made only when the work site is protected by a flagman and warning devices in accordance with the Maintenance of Traffic section in these Specifications.

Contractor shall keep road crossings to a minimum. When crossing roads, the crossing shall be accomplished at a predetermined site which allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow closely approaching vehicles to pass before crossing.

The parking of equipment in road medians of any width is not allowed for any length of time. Contractor shall not park on street sidewalks or on paved or unpaved trails and walks. At no time shall employees' personal vehicles be parked on, or adjacent to, the work site. The Contractor may temporarily park company motor vehicles (2 hours maximum) on the road shoulder so long as there is sufficient width to allow for safe passage of pedestrians and motor vehicles. Overnight parking of equipment or vehicles within the right-of-way is not allowed. Overnight parking of equipment and vehicles on a building site or vacant lot is also not allowed unless approved by the Contract Manager.

Contractor shall conduct all service and supply operations at locations that will not interfere with vehicular or pedestrian traffic. Service vehicles will be allowed in work areas only to service, repair, or remove inoperable equipment.

Safety:
The Contractor shall be solely responsible for ensuring the safety of its crew(s), employees, subcontractors, and the public while performing the work required by this solicitation.

Prevention of Motor Fuel and Other Hazardous Fuel Spills:
The Contractor, subcontractors, suppliers, and any others associated with the Contractor's work shall take precautions to prevent spills of motor fuels, lubricants, oils, greases, hydraulic fluids, coolants/anti-freezes, chemicals, and any other substances that may contaminate the environment. The Contractor shall be liable, fully and exclusively, for the immediate clean-up and remediation of such spills, regardless of how the spill occurred. Should a spill occur, Contractor shall engage a qualified environmental clean-up and remediation contractor to perform all clean-up and remediation to the certified satisfaction of the regulatory agency and the City. Clean-up and remediation shall be at no cost to the City.

Hazardous and/or Toxic Waste and Pollutants:
Should the Contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, Contractor shall discontinue all operations in the immediate vicinity and immediately notify the Project Manager.

The presence of tanks or barrels, discolored earth, metal, wood, ground water, visible fumes, abnormal odors, excessively hot earth, smoke, or other conditions which appear abnormal may be indicators of hazardous and/or toxic wastes or pollutants and shall be treated with extraordinary caution. Contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

The disposition of hazardous and/or toxic wastes or pollutants shall be by others, not the Contractor, and shall be made in accordance with the laws, requirements, and regulations of local, state, and/or federal agencies having jurisdiction.

The Contractor's operation may not resume in such areas until so directed by the Project Manager.

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Erosion Control:
Contractor shall take suitable precautions during mowing operations to prevent soil erosion onto adjacent properties and roadways and to prevent the erosion and siltation of waterways.

Contractor shall be totally liable for fines or penalties imposed by the regulatory agencies having jurisdiction for the Contractor's failure to comply with erosion control and water quality pollution regulations.

Obstruction on Work Site:
If access to part or the entire work site is obstructed by illegal dumping, construction, or other activities within the work site or within the adjacent right-of-way, Contractor shall immediately notify the Contract Manager to coordinate work around the obstructed area. If the Contractor is unable to provide the scheduled services in the obstructed area during that service visit, the acreage of the obstructed area will be deducted from the total acreage of the site originally calculated for abatement services. The revised acreage will be the basis of payment for that abatement site. The Contractor will not be entitled to compensation for work that is deleted or delayed because of such an obstruction.

Discovery of an Unmarked Human Burial Site:
If an unmarked human burial site should be discovered, Contractor shall immediately cease all activities that may disturb the site and then notify the Duval County Medical Examiner and the Contract Manager of the burial site location. Contractor shall not resume work near the site until specifically authorized by the District Medical Examiner or the State Archeologist.

Work Orders and Work Schedule:
The Municipal Code Compliance Division will prepare a Work Order for each property cited for code violations which will list the abatement services requested to correct the violation(s). The Work Order will also authorize the Contractor to enter the property and perform the abatement services specified in the Work Order. Each Work Order is considered a notice to immediately proceed with the work.

Work Orders will be for pick up by the Contractor and returned as directed by the Contract Manager. The Contract Manager/Inspector may issue a single Work Order or multiple Work Orders at the same time and may also issue additional Work Orders before the Contractor completes the Work Orders previously issued. All Work Orders will be issued in writing.

The Contractor shall pick up new Work Orders from the Contract Manager as scheduled by the Contract Manager. **Work must be completed within ten (10) days after issuance of the Work Order unless the Work Order is given a higher priority and noted *as "ASAP"* or *"EMERGENCY".*** In those cases, the following time periods shall apply:

Type of Work	Days Allowed for Work Completion
"EMERGENCY"	Two (2) workdays
"ASAP"	Three (3) workdays

The time period will begin on the following workday after issuance of the Work Order, unless a City holiday.

Contractor shall schedule operations to minimize inconvenience to adjacent property users, including businesses and residents, as well as adjacent vehicular traffic. If the Contract Manager determines that the Contractor's work constitutes a safety problem for adjacent property users, the Contract Manager can dictate working hours.

By 8:00 a.m. each workday, Contractor shall provide the Contract Manager and all designated City inspectors, via fax or email, with: (1), a list of sites where work had been completed the previous workday; and (2), if requested, the schedule of sites to be serviced during the current workday. Contractor shall include the case number of each site, and if a vacant lot, the Real Estate Number.

Once a crew begins work at a site, the work, except for delays caused by inclement weather, shall be continuous and diligently pursued until completion. The work crew must complete the work before beginning work at another site, unless otherwise directed by the Contract Manager.

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Nuisance Abatement Services – General:
The Contract Manager will issue a Work Order to the Contractor for each property requiring nuisance abatement services which will describe the type of abatement work to be performed. Nuisance abatement services are identified as Type A, B, or D Services depending upon the level of services required, with each type of service paid at the unit price established in the Contractor's bid submittal.

Note: For a property requiring extensive work, the property may be designated for "Nuisance Abatement Services – Site Clearance." Site Clearance services are not included under this contract.

Type "A" Nuisance Abatement Services – Landscape Maintenance:
The Type "A" Nuisance Abatement Service will apply to a lot where there is light litter/debris removal and landscape maintenance required.

Type "A" Nuisance Abatement Services – Landscape Maintenance includes initial light litter/debris removal, weeding, mowing, edging, trimming, pruning, and cleanup.

A. Initial Light Litter/Debris Removal:

1) Light litter and debris amounts are considered approximately 1.5 cubic yard or 3' x 3' x 3'.
2) Remove all man-made items and fallen vegetation from all vegetated areas to be mowed. Tearing, ripping, or scattering the litter by the mowing operations is not allowed.
3) Remove the following litter and debris:
    1. Small man-made items such as glass, paper, plastic, small containers, and other such items.
    2. Fallen vegetation such as palm fronds, flower stalks, tree limbs, branches, brush, fallen leaves, and other plant debris. The intent is not the removal of all fallen leaves, but to remove the leaves that cause an unsightly condition or unsafe nuisance. Remove fallen limbs and branches lying on the ground which are less than 4½ inches in diameter at the base of the limb. Also, remove fallen trees with a trunk diameter of less than 4½ inches measured 4 ½ feet above the ground.

B. Weeding:

1) Remove all weeds from paved areas such as driveways, walks, sidewalks, and curb and gutters (including cracks and joints); areas covered with concrete rip-rap, rock, or gravel; and areas where vines are growing in fence lines or on adjacent buildings. Weeds are considered vegetation, such as annual and perennial weeds, plant seedlings, vines, and turf grass growing in or on the above areas. Weeding may be accomplished by hand and by mechanical means. Use string trimmers to remove weeds along fence lines. A non-selective herbicide may be used to kill weeds growing in pavement cracks and joints. When using herbicide, strictly follow label instructions and avoid overspray of adjacent plants. If the Contract Manager determines the deterioration of an existing plant is caused by herbicide overspray, the Contractor shall replace the affected plant.

C. Mowing:

1) Use commercial grade, high production mowing equipment to mow all turf grass areas at each site. Turf grass areas are defined are vegetated areas which were regularly mowed. Vegetation may include turf grass; native grasses; vines; weeds; and small volunteer trees and shrubs with stem diameters of up to two inches (2") measured six inches (6") above the ground.
2) Mow turf grass to the height recommended by the County Agent for the predominate grass species found at each site (typically between 1½" to 3", but no higher than 4"). Set minimum height of cut to prevent scalping of turf and injury to root systems.
3) Use only string trimmers and small walk-behind mowers (around 22" wide) in vegetated areas not easily accessible to large mowing machines or where mowing machines may damage existing turf or disturb the ground such as on steep banks and wet areas. Use extreme care to avoid damage to the trunks of existing plants to remain.
4) Take extreme care to keep clippings off adjacent property. Mower discharge shall not face the adjoining property or streets when mower discharge will be deposited outside the mowing limits.

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5) Where a dense area of exiting trees and understory exists within the site which appears to have been included in the abatement area, notify the Contract Manager before beginning work. He/she may approve a modification of the cut area which stops at the tree line, instead of the right-of-way or property line of the site.

D. Trimming:

1) Immediately before or after each mowing, use a string trimmer to trim vegetation around all vertical structures such as buildings, trees, walls, columns, fences, and signposts within the work area. Trimmed vegetation shall match the mowing height. Trimming also includes the removal of vines growing on structures and fences.

2) When using the string trimmer, be careful not to damage such structures, particularly tree trunks, shrubs and fences. Use only string trimmers equipped with adequate safety devices to protect the operator from flying debris. Ensure that all trimming operators are safely performing the work.

E. Edging:

1) Use a mechanical blade edger to edge all turf areas adjacent to walkways, curbing, roadways, sidewalks, driveways, patios, other pavement, and existing previously maintained landscape beds. Use a sting trimmer only in areas inaccessible to a blade edger. After edging, remove edging debris and grass or vine runners which have grown over pavement or into plant beds.

F. Pruning:

1) Prune trees and palms to remove suckers, branches, and palm fronds less than 10 feet (10’) from the ground. When pruning, remove branches with a sharp cut and with no tearing of the bark. Remove branches just above the branch collar (do not leave branch stubs). Branch removal is limited to branches with a 4½ inch diameter or less measured just above the branch collar.

2) On vacant properties with a structure, prune shrubs beneath the window seal. Shrubs are to be pruned level, eight inches (8”) below the bottom of window seal. All shrubs shall be pruned to remove damaged, broken, dead branches. Where shrubs are grouped together in a mass or as a hedge, selectively prune back stems of shrubs that have extended beyond the natural mass of the planting. Do not prune individual plants in mass plantings or hedges into formal shapes (i.e., individual round balls of dwarf yaupon shrubs).

G. Cleanup:

1) Once weeding, mowing, trimming, edging, and pruning has been completed, remove grass clippings, leaves, and other debris generated by these operations which are deposited on existing pavement and structures such as streets, driveways, parking areas, curbs, and sidewalks within or adjacent to the site. Remove debris by sweeping, blowing, and/or vacuuming.

2) Schedule mowing operations at each site to ensure cleanup is completed by the end of the day. Debris created by the landscape maintenance operations shall not be left on roads and sidewalks overnight. The Work Order shall not be turned in until debris is removed.

3) Do not at any time blow or sweep grass clippings or other debris into a street, driveway, sidewalk, parking lot, storm drain, or onto private property.

4) Tree parts with a branch diameter of less than 4½ inches may be chipped and spread on the site.

H. Payment for Type “A” Nuisance Abatement:

1) Payment for Type “A” Nuisance Abatement Services – Landscape Maintenance will be based upon the actual documented work area of the lot and adjacent right-of-way where landscape maintenance occurred divided by the unit measure of 1,000 square feet and then multiplied by the established unit price for this service. The work area will be calculated by taking the total area of the lot plus the vegetated area in the adjacent right-of-way and then deducting the total area of all structures and pavement (sidewalks, paved ditches, walkways, patios, decks, driveways, and parking areas) on the lot or in the street right-of-way.

Type "C" Nuisance Abatement Services – Removal of Undesirable Vegetation from Hedges, Fence Lines, and Structures:
Type "C" Nuisance Abatement Service will be requested for lots which only require the removal of vines, noxious weeds, and volunteer tree or shrub seedlings from fence lines, structures, hedges, or shrub masses. Contractor shall follow the instructions below for Type "C" Nuisance Abatement.

A. Pruning:

1) Prune or remove volunteer plants growing adjacent to, in, or on fences or structures and adjacent to or inside shrubs. Also remove vines growing into shrubs and trees and vines climbing on existing structures or fences.

2) Do not cut, damage, or remove any vegetation protected by State law or any trees which have a trunk diameter of 3" or more measured 4½ feet above the ground.

B. Cleanup:

1) Immediately after the pruning operation, remove debris generated by the work which is deposited on turf areas, plant beds, existing pavement, and structures such as streets, driveways, parking areas, curbs, and sidewalks, within or adjacent to the site. Remove debris by sweeping, blowing, and/or vacuuming. Schedule pruning operations at each site to ensure that cleanup is completed by the end of the day. Debris created by the abatement operations shall not be left on roads and sidewalks overnight.

2) Do not at any time blow or sweep grass clippings or other debris into a street, driveway, sidewalk, parking lot, or private property, or down storm drains.

C. Payment for Type "C" Nuisance Abatement:

(1) Payment for Type "C" Nuisance Abatement Services – Removal of Undesirable Vegetation from Hedges, Fence Lines, and Structures will be based upon the actual documented total linear feet of hedges and fence lines pruned, plus the linear feet of vines removed from existing structures, divided by the unit measure of 10 linear feet (10 LF) and then multiplied by the established unit price for this service.

Type "D" Nuisance Abatement Services – Heavy Litter/Debris Removal:
Lots designated for Type "D" Nuisance Abatement Services – Heavy Litter/Debris Removal will be lots with a heavy accumulation of litter and debris which will require significant pickup, loading, and hauling. The City anticipates that regardless of the method used to collect and remove the litter/debris, some degree of manual labor with hand tools will be required. **Before removal, Contractor shall stage debris on property and provide two (2) color photos along with two (2) color photos in the same location of debris removed. These photos shall be included in the case file for payment approval.** Type "D" Nuisance Abatement must be completed on a cited property before beginning landscape maintenance if the Type "A" Nuisance Abatement service is part of the Work Order. Contractor shall follow the instructions below for Type "D" Nuisance Abatement.

A. Man-Made Litter and Debris Removal:

(1) Remove items such as piles of concrete, lumber and other building materials, vehicle parts, junk metal, small appliances, furniture, mattresses, piles of other household items, and other items not permanently attached to the ground.

If on the first visit to the site designated for Type "D" Nuisance Abatement Services the Contractor estimates the litter/debris removal is extensive, consisting of items such as abandoned vehicles, large appliances, large truck tires, piles of building materials, downed tree limbs greater than 4½ inches in diameter, or illegal dumping, the Contractor may delay the start of the work and immediately contact the Contract Manager to request that the Municipal Code Compliance Division again review the site conditions and consider it for the more extensive "Site Clearance" type of nuisance abatement.

B. Yard Waste:

(1) Remove fallen limbs and branches lying on the ground which are 4½ inches in diameter or greater at the base of the limb. Also, fallen trees which have a trunk diameter of 4½ inches or greater measured 4½ feet above the ground. Such vegetation is defined as "yard waste" by the COJ Solid Waste Division.

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C. Tire Removal:

(1) Remove individual tires and pieces of tires and dispose of them at a legal landfill or recycle facility. For the transport of nine (9) waste tires or more at one time, the Contractor shall utilize a licensed waste tire transporter or obtain a Waste Tire Transporter License (WTTL) and submit one (1) copy to the Contract Manager within thirty (30) days after receipt of the contract. The WTTL requires an application fee of $100 and the posting of a $25,000 bond. Contact Detective Tomberg at Mtomberg@coj.net (904-705-9978) or Thomas Hudson at Thudson@coj. net (904-255-7501) to request a registration packet for the WTTL.

D. Dead Animals:

(1) Place each dead animal encountered on the work site into a plastic garbage bag and securely close. Place the bag along the adjacent street. Notify the Contract Manager of the dead animal's location and he/she will arrange for disposal by the Animal Control and Protective Services Division. The Contractor will not be responsible for the disposal of dead animals.

E. Payment for Type "D" Nuisance Abatement:

(1) The work area will be calculated by taking the total area of the lot plus the portion of the adjacent right-of-way impacted by the debris and then deducting the total area of all structures and pavement (sidewalks, paved ditches, walkways, patios, decks, driveways, and parking areas) on the lot or in the street right-of-way which are not covered by debris.

(2) Payment for Type "D" Nuisance Abatement Services – Heavy Litter/Debris Removal will be based upon the actual documented area of the lot which contained the litter/debris and then prorated by a factor of 0.25, 0.5, 0.75 or 1.0, depending upon the actual volume of litter/debris removed by the Contractor. The net area will then be multiplied by the established unit price per 1,000 square feet.

Disposal of Litter and Debris:
Contractor shall completely remove all litter/debris from the work site and the adjacent right-of-way, unless otherwise approved by the Contract Manager. Contractor shall deliver all litter/debris to a legal disposal site (do not burn or bury litter/debris on the work site or adjacent right-of-way).

The Contractor's cost to legally dispose of litter and debris, including dump fees, shall be included in the unit price for each type of nuisance abatement service.

Contractor shall dispose of litter and debris to the following landfills unless otherwise approved by the Contract Manager:

- Solid Waste: Trail Ridge Landfill, 5110 US-301, Jacksonville, FL 32234
- Household Hazardous Waste: 2675 Commonwealth Avenue, Jacksonville, FL 32254
- Yard Waste: Old Kings Road Landfill, 8540 Old Kings Road, Jacksonville, FL 32219

Nuisance Abatement, Site Clearing (Not Included in this Contract):
The Contract Manager will preview all work orders to determine the magnitude and category of nuisance abatement. If a property requires extensive nuisance abatement (litter/debris removal, clearing, cutting, mowing, and/or hauling) the Municipal Code Compliance Division will subsequently classify the work for "Nuisance Abatement, Site Clearance." In such instances, the Procurement Division will solicit "Site Clearance" bids for abatement of Chapter 518 violations and award the bid to the bidder offering the lowest price consistent with meeting all specifications, terms, and conditions set forth in the current "Heavy Debris Removal and Lawn Maintenance" contract.

Nuisance Abatement "Complied By Owner" (CBO):
If, when arriving on site, the Contractor finds the property has previously been serviced by others and feels all violations have been complied, the Contractor shall attach to the Work Order six (6) color, time dated photos to illustrate complied violations. The photos are to be taken of the entire parcel, including the front and rear yards. Photos need to be taken at the approximate locations as previous photos in the case packet to identify the complied violations. Failure to include the photos on the returned case, or if the City inspector finds the property is still in violation after the case is turned in as CBO by Contractor, will result in a twenty-five dollar ($25.00) reinspection fee charged to the Contractor.

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Replacement of Damaged Plants:
Contractor shall replace, at no cost to the City, existing vegetation (trees, shrubs, grasses, etc.) that were damaged or killed by the Contractor's negligence in the application of herbicides.

Contractor shall replace existing turf grass which was killed or permanently damaged by planting new sod of the same variety as the existing turf grass. Contractor shall maintain new sod until well rooted-in (about 4 – 6 weeks) and until the final acceptance of the repair work by the Contract Manager.

Contractor shall replace existing small trees and shrubs designated to remain which were killed or damaged. Replacement vegetation shall match the size and quality of the plants killed or damaged. Contractor shall maintain new plants for ninety (90) days or until well rooted, and warranty that plants shall be in healthy condition until accepted by the Contract Manager.

Measurement of Work:
Contractor shall verify job site abatement areas match the dimensions and/or measurements included in the Work Order or note if the work area receiving abatement services was greater than or lesser than the original calculated area. The Contract Manager may inspect the work site and adjust the area calculations and the pro-rata rate depending upon the re-measurement of the work area abated and the volume of litter/debris collected and removed.

Photographic Records:
Contractor shall provide a "before and after" color photographic record of the violations listed on the Work Order or informal bid specifications immediately before commencing abatement, and immediately after abatement is completed to ensure validity of the completed work (i.e., weeds are cut, shrubs are trimmed, trash is removed, etc.). Contractor shall take "before and after" photos as close as possible to the location of each photo taken by the Code Enforcement Division and provided with each Work Order. Additional "before and after" photos may be required to show all completed abatement work. Contractor shall photograph the violations from the same location, angle, and magnification in the "before" and "after" photographs and incorporate clearly visible landmarks in each photograph. Landmarks are defined as "a prominent and identifying features of a landscape.

Contractor shall take color photos with a digital camera which has an instant photo display screen and the ability to record the date signature on each photo. Contractor shall provide one such camera to each work crew and shall turn on the date feature so the date will be shown on each photo when printed. Contractor shall review each photo in the display screen to ensure proper exposure, sharp focus, and a complete image of the required content (retake the photo if necessary).

Contractor shall print each color photo in a 5" x 7" size format and show each pair of "before and after" photographs on one 8½" x 11" paper sheet (print each photo with the date stamp shown on the image). Contractor shall label each photograph noting if it is a "before" or "after" photo and legibly print the corresponding Municipal Code Compliance case file number(s) and street location of the abatement project on the border of each "before and after" photo page. "Before and after" photographs must be submitted with the completed Work Order before payment can be approved and will become the property of the City upon submittal. **The City will only approve payment for the areas pictured in the photographs.**

Digital Photos of Violations:
Contractor shall provide at least eight (8) "before and after" photographs to fully document violations on each property, and if necessary, provide additional "before and after" photos to completely show and justify the payment for the requested services. "Before and after" photographs must include the following:

- One (1) front view of the lot including the right-of-way taken from the street with the edge of the street pavement clearly visible on the bottom of the picture. If the lot is on more than one street frontage, repeat this requirement for each street frontage.
- One (1) view from the back of the property with the view aiming toward the front of the property.
- One (1) view from each side of the property aimed toward the cited violations.
- Two (2) color photos of staged debris on the property and two (2) color photos of debris removed. These four (4) color photos shall be included in case file

Failure to comply with these requirements may result in a reduction of payment to the Contractor for the abatement Work Order.

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Removing Stinging Insects at a Job Site:
Contractor shall notify the Contract Manager when stinging insect nests (such as yellow jacket nests, hornet nests, and beehives) are present at the job site which may be disturbed during the requested site clean-up. Contractor shall not proceed with the job site clean-up until the stinging insects have been removed.

Contractor shall obtain a written price proposal from two (s) licensed pest control operators to remove yellow jacket, hornet, or other stinging insect nests, except beehives. If a beehive is encountered, Contractor shall obtain a written price proposal from two registered beekeepers to arrange relocation of the beehive (go to the Jacksonville Beekeepers Association webpage (www.jacksonvillebeekeepersassociation.com) for a list of beekeepers who will relocate bee swarms and beehives – do not exterminate the bees).

Contractor shall transmit digital photos of the insect nests or hives and submit the two written price proposals to remove the identified pests from the licensed pest control operators or beekeepers. If a beekeeper will remove the hive at no cost, only one proposal will be required.

After receipt of the Contract Manager's written approval of the selected proposal, Contractor shall have the pest control company or beekeeper remove the colony of insects. Contractor shall include the cost of the pest control operator's or beekeeper's services in the job-site invoice, along with a copy of pest control operator's or beekeeper's invoice.

Valuables:
All personal property of value which exists on the lot to be abated shall remain on the property and shall be protected from damage by the abatement operations. Contractor shall temporarily relocate such personal property which interferes with the abatement to a safe location on the work site and then return the personal property to its original location.

Contractor shall never remove personal property which is not creating a health and/or safety hazard, as defined by the Jacksonville Municipal Code, Chapter 518. No personal property shall be removed for personal use of the Contractor, its subcontractors, or personnel.

If there are questions about the disposition of personal items on an abatement property, Contractor shall immediately contact the Contract Manager before proceeding with abatement.

Submittal of Weight Tickets:
The Contract Manager may periodically request a copy of weight tickets which the Contractor received from each certified landfill for delivery of litter/debris generated by the nuisance abatement services. When requested, Contractor shall submit legible copies of the weight tickets, along with a summary sheet showing each weight ticket number and the origin(s) of the litter/debris delivered to the landfill. Contractor shall include the address and case file number of each work order from where the litter/debris of each weight ticket originated.

Inspections and Re-Work:
The Contract Manager/Inspector will schedule an inspection after the Contract Manager/Inspector has received the Contractor's notice of completion of each Work Order.

The Contract Manager/Inspector will inspect the work site to determine if the work described in the Work Order has been successfully completed in accordance with the contract documents.

If the Contract Manager/Inspector finds the work unacceptable, he/she will notify the Contractor by email on the next workday following the inspection of such unacceptance and describe the work not completed. Contractor shall complete the follow-up work within two (2) workdays after the date the Contract Manager's email notice was delivered. The Contract Manager will conduct a re-inspection within approximately two (2) workdays after written notice from the Contractor that the follow-up service has been completed. If the work is still unacceptable, the process will be repeated until the entire abatement work is accepted. Additional visits by the Contractor to complete the Work Order will be at no additional cost to the City. The Contractor's failure to read the e-mail notice of defective work does not relieve the Contractor of its responsibility to correct the work deficiencies in the time specified.

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Reinspection Fee:
The City may impose **a twenty-five dollar ($25.00)** re-inspection fee each time the Project Manager visits a work site to conduct a re-inspection of previously rejected work which was not in conformance with the Work Order and/or the Specifications.

The City will deduct each levied re-inspection fee from the Contractor's invoice covering the work which required a re-inspection.

Liquidated Damages:
When twenty (20) or more Work Orders, at any one time, are ten (10) or more days past the established completion date of each Work Order, the City may assess the Contractor, as liquidated damages, the amount of twenty-five dollars ($25.00) per Work Order beyond the threshold of twenty (20) overdue (Work Orders) for each day the number of incomplete Work Orders remains at twenty (20) or above. At such time, the Contract Manager will notify the Contractor of that delinquency by e-mail and note the beginning date of the daily liquidated damages. The accumulated liquidated damages will be deducted from the payment due to the Contractor. The liquidated damages provided herein are not as a penalty, but as a reimbursement to the City for its added expense for additional supervision, inspection, and administration of the Contract.

Rain delays, equipment failure, and/or repeat work caused by failure to comply with the Specifications <u>will not be considered</u> as justifiable causes for failure to complete the work in the time allowed. The only justifiable delay that will be considered is during the period when a natural disaster or emergency is declared by governmental authorities or when the Contract Manager orders a temporary suspension of work which affects the property.

If the Contract Manager determines the Contractor has fallen behind schedule by ten (10) workdays or more for no apparent reason, the Contract Manager reserves the right to assign unfinished work to another Contractor if he/she determines it will be in the City's best interest. Should this option be utilized, the Contractor shall pay the additional costs incurred by the City to complete the unfinished work. The Contractor shall also pay the late penalty for each day the work remains unfinished after the scheduled completion date until the date of the Contract Manager's written notice to the Contractor that the unfinished work has been assigned to another Contractor. The assignment of work to another Contractor may be made without declaring the Contractor in default of this contract.

Invoices and Payments:
The Contract Manager/Inspector will record each Work Order, including the payment amount, once the work is completed by the Contractor and approved by the Contract Manager. Every two (2) weeks, on Monday, unless a City holiday, the Contract Manager will provide the Contractor with a list of Work Orders completed and approved during the previous two-week period. The Contractor shall then submit an invoice for the total amount of the approved list to Contract Manager for approval. Contractor shall attach a copy of the approved list to the invoice.

Contractor shall submit each invoice or request for payment to the Contract Manager by mail or in electronic form. The City will make every effort to pay the Contractor within the period established by the prompt payment requirements of the City.

The City's payment to the Contractor for services shall not be construed as an acceptance of defective work completed by the Contractor.

Approval of Payments:
The Contract Manager's approval and payment of any invoice for work performed is a representation that the work has been completed in accordance with the Bid Specifications based upon the Contract Manager's on-site observations of the work completed and review of the Contractor's invoice and supporting documentation, and that, to the best of the Contract Manager's knowledge, the Contractor is entitled to payment of the amount approved. However, by approving payment, the Contract Manager is not representing that he/she made exhaustive onsite inspections to check the quality or the quantity of the work. Therefore, payment shall not be construed as acceptance of improper or defective work.

The Contract Manager may refuse to approve a payment request (invoice) until he/she is able to determine whether the Contractor has completed the work in accordance with the Bid Specifications. The Contract Manager may also refuse to approve a payment request to such extent necessary to protect the City from loss because: the invoiced work is defective or incomplete; evidence is discovered that work previous approved is defective which nullifies a payment previously approved;

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claims against the Contractor have been filed or there is reasonable evidence indicating claims will be filed; the contract modifications have reduced the contract price; or the City has corrected or completed the Contractor's defective or incomplete work.

If Contract Manager determines that work previously approved is incomplete or defective, the value of the incomplete or defective work will be deducted from the Contractor's current amount due. If the incomplete or defective work is corrected and accepted by the Contract Manager, the value of the completed work items can be added to the next invoice.

Default of the Contract:
If the Contractor fails to perform the work in accordance with the Agreement terms and conditions; fails to begin work within the time specified; fails to pursue the work with adequate equipment, materials and manpower required to complete the work within the specified time frame; neglects or refuses to remove material from the job site; fails to comply with Agreement requirements, minimum wage payments, or COJ Equal Business Opportunity Office (EBO) requirements; fails to perform the work in a suitable manner; or for any reasonable cause becomes unsatisfactory in the performance of the Agreement requirements, the Contract Manager will give written notice to the Contractor and Surety stating the nature of the failure and time allowed to correct it. Default days shall be counted in calendar days regardless of whether the Award time is stipulated in working days.

If, within the time period defined above, the Contractor fails to correct the condition(s) for which the complaint was made, the Contract Manager will have full power and authority to stop the Contractor's work and declare the Agreement in default.

If such action is taken, the City may demand the Contractor's Surety take over and complete the work required by the Agreement. Upon the failure or refusal of the Surety to take over the Agreement and begin work within the time specified, the City may take over the work and prosecute it to completion. The City will have full power to appropriate or use any or all materials and equipment to complete the work or may enter in an agreement with others for the completion of work under this Agreement. All costs and charges incurred by the City because of the Contractor's default will be charged to the Contractor. If the City's expenses exceed the sum due the Contractor at the time of default, the Contractor will be liable for the difference and shall pay to the City the balance due.

Should Contractor show a valid intent to prosecute the work in accordance with the agreement documents after the notice has been issued and prior to any action by the Contract Manager to complete the work, the Contract Manager may elect to permit the Contractor to resume work. In that case, all costs incurred by the City because of the delay will be deducted from any money due or money which may become due to the Contractor under the terms of the Agreement.

The City shall have no liability for the Contractor's anticipated profits for unfinished work on an Agreement which has been determined to be in default.

Suspension of Work:
The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, heavy traffic conditions due to special events, and other situations which may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work will be ordered in writing explaining the reasons for the suspension. Normal operations may resume when directed by the Project Manager.

City's Right to Assign Contractor's Work to Others:
If the Contract Manager determines the Contractor has fallen behind schedule by ten (10) or more workdays for no apparent reason, the Contract Manager reserves the right to assign unfinished work to another contractor if he/she determines it will be in the City's best interest. Should this option be utilized, the Contractor shall pay the additional costs incurred by the City to complete the unfinished work. The Contractor shall also pay the late penalty for each day the work remains unfinished after the scheduled completion date until the date of the Contract Manager's written notice to the Contractor that the unfinished work has been assigned to another contractor. The assignment of work to another contractor may be made without declaring the Contractor in default of this contract.

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Termination of Contract Without Cause:
The City may, without cause and without prejudice to any other right or remedy, elect to terminate or suspend the contract in whole or in part, for convenience. The City shall notify the Contractor in writing at least ten (10) days prior to such action with instructions as to the effective date or stage of work the action is to be taken. The Contractor will be paid for all work performed and accepted up to the termination or suspension date. All payments will be based on the specification unit prices, which prices shall be deemed to include profit and overhead. The Contract Manager will not pay for work that is not completed and accepted.

End of Specifications.

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Bid Tabulation
Nuisance Abatement of Private Property

Solicitation	ITB-16013-24
Close Date	October 9, 2024 at 4:00 p.m.
Invited Suppliers	170
Will Participate	28
Responded	6
Analyst	David Klages

Group 1: Urban Core, Northwest, Southwest				
Line #	**Description**	**Supplier**	**Rank**	**Response Price**
1	Nuisance Abatement of Private Property	A Real Unique Enterprise LLC	N/A	N/A
1	Nuisance Abatement of Private Property	A Sanctuary House of N. FL Inc	N/A	N/A
1	Nuisance Abatement of Private Property	Corey Morman	N/A	N/A
1	Nuisance Abatement of Private Property	J&D Maintenance and Services of North Florida LLC	N/A	N/A
1	Nuisance Abatement of Private Property	Mazen El Ghali	N/A	N/A
1	Nuisance Abatement of Private Property	ONAS Corporation	N/A	N/A

Group 2: Greater Arlington/Beaches, North, Southeast				
Line #	**Description**	**Supplier**	**Rank**	**Response Price**
1	Nuisance Abatement of Private Property	A Real Unique Enterprise LLC	N/A	N/A
1	Nuisance Abatement of Private Property	A Sanctuary House of N. FL Inc	N/A	N/A
1	Nuisance Abatement of Private Property	Corey Morman	N/A	N/A
1	Nuisance Abatement of Private Property	J&D Maintenance and Services of North Florida LLC	N/A	N/A
1	Nuisance Abatement of Private Property	Mazen El Ghali	N/A	N/A
1	Nuisance Abatement of Private Property	ONAS Corporation	N/A	N/A

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A. Solicitation Overview

A.1. Scope of Work

The Mowing & Landscape Maintenance Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for Nuisance Abatement of Private Property as listed in the bid documents.

A.2. Award

Award will be **BY GROUP** to the lowest responsive, responsible bidder. Bidders must bid on all items in a group to be considered for award. **ALL** awards are subject to the availability of funds.

A.3. Term of Agreement

The period of service will be for the initial period of three years, with one, two-year renewal options. Renewal options subject to approval with supplier and City of Jacksonville.

A.4. Quantities

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

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Klages, David - AFPS

From: Klages, David - AFPS
Sent: Friday, October 25, 2024 1:40 PM
To: A Real Unique Lawn Care Service
Subject: Bid Rejection Notification for ITB-16013-24 Nuisance Abatement of Private Property
Attachments: Bid Rejection - A Real Unique Enterprise.pdf

Mr. Robertson:
Please see the attached bid rejection letter for **ITB-16013-24 Nuisance Abatement of Private Property**. Please note that all bids received will be rejected and that the solicitation will be re-issued.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville | Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

A New Day.
Jacksonville.gov

Please click on the links below for any of the following for Bids and Awards:

For Bidding Opportunities: COJ.net - Bidding Opportunities (Including Capital Improvement and Design/Build)
For COJ weekly award intentions: COJ.net - Agendas and Minutes
For bid award information: Procurement Division (coj.net)
For Public Records: COJ Public Records (govqa.us)

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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
(904) 630-CITY; www.jacksonville.gov

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: October 25, 2024

Via Email: arealuniquelcs@yahoo.com

Company Name: A Real Unique Enterprise LLC

Address: P.O. Box 17124, Jacksonville, FL 32245

Contact Name: Isidore Robertson

Bid No: ITB-16013-24

Title: Nuisance Abatement of Private Property

Date Closed: October 9, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and Price Sheet will be re-evaluated, and the solicitation will be re-issued at a later date.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee scheduled for **Thursday, October 31, 2024 at 1:00 p.m.**

Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

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Klages, David - AFPS

From: Klages, David - AFPS
Sent: Friday, October 25, 2024 1:41 PM
To: hattenj@att.net
Subject: Bid Rejection Notification for ITB-16013-24 Nuisance Abatement of Private Property
Attachments: Bid Rejection - A Sanctuary House of N FL.pdf

Mr. Hatten:
Please see the attached bid rejection letter for **ITB-16013-24 Nuisance Abatement of Private Property**. Please note that all bids received will be rejected and that the solicitation will be re-issued.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville | Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

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Jacksonville.gov

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City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
(904) 630-CITY; www.jacksonville.gov

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: October 25, 2024

Via Email: hattenj@att.net

Company Name: A Sanctuary House of N. FL, Inc.

Address: 1521 Romney Street, Jacksonville, FL 32211

Contact Name: Jasper Hatten

Bid No: ITB-16013-24

Title: Nuisance Abatement of Private Property

Date Closed: October 9, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and Price Sheet will be re-evaluated, and the solicitation will be re-issued at a later date.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee scheduled for **Thursday, October 31, 2024 at 1:00 p.m.**

Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

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Klages, David - AFPS

From: Klages, David - AFPS
Sent: Friday, October 25, 2024 1:41 PM
To: Total Lawn Solutions LLC
Subject: Bid Rejection Notification for ITB-16013-24 Nuisance Abatement of Private Property
Attachments: Bid Rejection - Corey Morman dba Total Lawn Solutions.pdf

Mr. Morman:
Please see the attached bid rejection letter for **ITB-16013-24 Nuisance Abatement of Private Property**. Please note that all bids received will be rejected and that the solicitation will be re-issued.

Please feel free to call if you have any questions.

Thank you,

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NOTIFICATION OF RECOMMENDED BID REJECTION

Date: October 25, 2024

Via Email: totallawnsolutionsllc@gmail.com

Company Name: Corey Morman dba Total Lawn Solutions, LLC

Address: 1580 West 36th Street, Jacksonville, FL 32209

Contact Name: Corey Morman

Bid No: ITB-16013-24

Title: Nuisance Abatement of Private Property

Date Closed: October 9, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and Price Sheet will be re-evaluated, and the solicitation will be re-issued at a later date.

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Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

Docusign Envelope ID: A3D588B6-A8A1-4585-857E-1D3C22FF334F

Klages, David - AFPS

From: Klages, David - AFPS
Sent: Friday, October 25, 2024 1:42 PM
To: Rachel Evans Hunter
Subject: Bid Rejection Notification for ITB-16013-24 Nuisance Abatement of Private Property
Attachments: Bid Rejection - J&D Maintenance and Services of North Florida.pdf

Rachel:
Please see the attached bid rejection letter for **ITB-16013-24 Nuisance Abatement of Private Property**. Please note that all bids received will be rejected and that the solicitation will be re-issued.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
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City of Jacksonville | Procurement Division
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Email: dklages@coj.net

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NOTIFICATION OF RECOMMENDED BID REJECTION

Date: October 25, 2024

Via Email: revans@janddmaintenance.com

Company Name: J&D Maintenance and Services of North Florida LLC

Address: P.O. Box 37389, Jacksonville, FL 32236

Contact Name: Rachel Evans

Bid No: ITB-16013-24

Title: Nuisance Abatement of Private Property

Date Closed: October 9, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and Price Sheet will be re-evaluated, and the solicitation will be re-issued at a later date.

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Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

Docusign Envelope ID: A3D588B6-A8A1-4585-857E-1D3C22FF334F

Klages, David - AFPS

From: Klages, David - AFPS
Sent: Friday, October 25, 2024 1:43 PM
To: mazenelghali@aol.com
Subject: Bid Rejection Notification for ITB-16013-24 Nuisance Abatement of Private Property
Attachments: Bid Rejection - Mazen El Ghali dba Amazing Property Preservation.pdf

Mazen:
Please see the attached bid rejection letter for **ITB-16013-24 Nuisance Abatement of Private Property**. Please note that all bids received will be rejected and that the solicitation will be re-issued.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
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Jacksonville, FL 32202
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NOTIFICATION OF RECOMMENDED BID REJECTION

Date: October 25, 2024

Via Email: mazenelghali@aol.com

Company Name: Mazen El Ghali dba Amazing Property Preservation, Inc.

Address: 1120 Romney Street, Jacksonville, FL 32211

Contact Name: Mazen El Ghali

Bid No: ITB-16013-24

Title: Nuisance Abatement of Private Property

Date Closed: October 9, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and Price Sheet will be re-evaluated, and the solicitation will be re-issued at a later date.

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Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee scheduled for **Thursday, October 31, 2024 at 1:00 p.m.**

Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

Docusign Envelope ID: A3D588B6-A8A1-4585-857E-1D3C22FF334F

Klages, David - AFPS

From: Klages, David - AFPS
Sent: Friday, October 25, 2024 1:44 PM
To: 'Bandele@onascorporation.com'
Subject: Bid Rejection Notification for ITB-16013-24 Nuisance Abatement of Private Property
Attachments: Bid Rejection - ONAS Corporation.pdf

Bandele:
Please see the attached bid rejection letter for **ITB-16013-24 Nuisance Abatement of Private Property**. Please note that all bids received will be rejected and that the solicitation will be re-issued.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
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Email: dklages@coj.net

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NOTIFICATION OF RECOMMENDED BID REJECTION

Date: October 25, 2024

Via Email: bandele@onascorporation.com

Company Name: ONAS Corporation

Address: 2050 University Boulevard North, Jacksonville, FL 32211

Contact Name: Bandele Onasanya

Bid No: ITB-16013-24

Title: Nuisance Abatement of Private Property

Date Closed: October 9, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and Price Sheet will be re-evaluated, and the solicitation will be re-issued at a later date.

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Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst