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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: ITB-15790-24 (SC-0425-24) Landscape Maintenance Services for City Buildings and Parcels

Requested Action/Authority:

Recommend approval of award to SSS Down to Earth OPCO, LLC as the lowest responsive, responsible bidder in the not-to exceed award amount of $510,585.52 for the initial two-year period. Period of service will be from January 1, 2025 through December 31, 2026 with two (2) two-year renewal options.

Justification/Explanation:

See attached Memorandum.
Funding will be encumbered by individual releases against a POA dependent on funding, the appropriate account, and fiscal year.

Legal Contract #:	TBD	Contract Date:		Change Order/AMD #:	N/A	
PO/Release #:	TBD	Bid Date:	07/24/2024	Awarded Supplier:	SSS Down to Earth OPCO LLC	
Licenses Verified:	Yes	Effective Date:	10/31/2024	Basis of Award:	LPTA	
Federally Funded:	No	No. Invited:	172	Responses Received:	9	Attachments:
Solicitation:	ITB - 15790 - 24			Procurement Contract #:	POA - TBD	
Executed By:	Office of General Counsel					

PoP:Base:	2 years	Options:	two (2), two-year renewal options	Extension(s):	N/A
JSEB Rec.:	Encouragement	%:	0	Bonds Waived Pursuant To:	N/A

Fund:	00000	Center:	000000	Acct:	000000	Proj:	00000000	Activity:	00000000	$	510,585.52
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 510,585.52	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	PWML:MOWING_AND_LANDSCAPE_MAINTENANCE			
Concurrence:	Signed by: Perry, Russell 929E4774266149F...	Title:	MOWING AND LANDSCAPE CONTRACT MANAGER	10/22/2024
Concurrence:	Signed by: McDaniel, Dave 041C4F173D4A4A0...	Title:	CHIEF OF MOWING AND LANDSCAPE MAINTENANCE	10/22/2024
Concurrence:	DocuSigned by: Nina Sicker 1EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	10/23/2024
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: David Klages 2E820995264D4AE...	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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City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

Mowing & Landscape Maintenance Division
609 St. Johns Bluff Road, N.
Jacksonville, FL 32225
(904) 255-4299
Jacksonville.gov

A NEW DAY.

M E M O R A N D U M

TO: **Dustin L. Freeman, Chief**
Procurement Division

THRU: **Nina Sickler, Director**
Public Works Department

FROM: **Dave McDaniel, Chief**
Mowing and Landscape Maintenance Division

SUBJECT: **Recommendation to Award – SC-0425-24 (ITB-15790-24)**
SSS Down to Earth OPCO LLC
Landscape Maintenance Services for City Buildings and Parcels

DATE: **October 14, 2024**

The Department of Public Works, Mowing and Landscape Maintenance Division recommends approval to reject Corey Morman dba Total Lawn Solutions, LLC for not meeting the minimum supplier qualification of successfully completing a year-long accumulative commercial landscape maintenance contract(s) or a City, County, or State right-of-way mowing contract(s) in the last year with a minimum annual (per year) aggregate billing value of one million dollars ($1,000,000.00) where all work billed was for landscape maintenance services or City, County, or State right-of-way mowing only.

Recommend approval of award to SSS Down to Earth OPCO LLC as the lowest responsive, responsible bidder in the not-to exceed award amount of $510,585.52 for the initial 2-year period of 01/01/2025 – 12/31/2026 with two, 2-year renewal options.

cc: Tammy Duggan, Public Works Contracts & Finance Manager

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Bid Tabulation
Landscape Maintenance Services for City Buildings and Parcels

Solicitation	ITB-15790-24 (SC-0425-24)
Close Date	July 24, 2024
Invited Suppliers	172
Will Participate	24
Responded	9
Analyst	David Klages

Line #	Description	Supplier	Rank	Response Price
1	Total Base Bid (Part "A" + Part "B")	Corey Morman dba Total Lawn Solutions, LLC	1	N/A
1	Total Base Bid (Part "A" + Part "B")	SSS Down to Earth OPCO LLC	2	$ 255,292.76
1	Total Base Bid (Part "A" + Part "B")	LawnCrafters LLC	3	$ 297,682.75
1	Total Base Bid (Part "A" + Part "B")	A Sanctuary House of N. FL Inc	4	$ 314,322.75
1	Total Base Bid (Part "A" + Part "B")	Freedom Landscape and Lawn Maintenance, Inc.	5	$ 319,829.69
1	Total Base Bid (Part "A" + Part "B")	A Real Unique Enterprise LLC	6	$ 361,156.50
1	Total Base Bid (Part "A" + Part "B")	K & J Lawn Care, LLC	7	$ 387,872.13
1	Total Base Bid (Part "A" + Part "B")	J&D Maintenance and Services of North Florida LLC	8	$ 425,616.50
1	Total Base Bid (Part "A" + Part "B")	ONAS Corporation	9	$ 497,864.00
Line #	**Description**	**Supplier**	**Rank**	**Response Price**
2	Alternate Total	Corey Morman dba Total Lawn Solutions, LLC	1	N/A
2	Alternate Total	A Real Unique Enterprise LLC	2	$ 137,277.00
2	Alternate Total	Freedom Landscape and Lawn Maintenance, Inc.	3	$ 195,107.63
2	Alternate Total	SSS Down to Earth OPCO LLC	4	$ 213,345.23
2	Alternate Total	A Sanctuary House of N. FL Inc	5	$ 261,319.50
2	Alternate Total	LawnCrafters LLC	6	$ 268,024.50
2	Alternate Total	K & J Lawn Care, LLC	7	$ 378,657.00
2	Alternate Total	J&D Maintenance and Services of North Florida LLC	8	$ 388,882.13
2	Alternate Total	ONAS Corporation	9	$ 425,592.00

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Klages, David - AFPS

From: Klages, David - AFPS
Sent: Tuesday, September 3, 2024 8:42 AM
To: Total Lawn Solutions LLC
Subject: Bid Rejection Notification for ITB-15790-24 (SC-0425-24) Landscape Maintenance Services for City Buildings and Parcels
Attachments: Bid Rejection - Corey Morman dba Total Lawn Solutions.pdf

Mr. Morman:
Please see the attached bid rejection letter for **ITB-15790-24 (SC-0425-24) Landscape Maintenance Services for City Buildings and Parcels**.

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: September 3, 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-15790-24 (SC-0425-24)

Title: Landscape Maintenance Services for City Buildings and Parcels

Date Closed: July 24, 2024

Reason for Recommended Bid Rejection: For being non-responsive; specifically, not meeting the minimum supplier qualification of performing four hundred thousand dollars ($400,000.00) worth of work in the last year where all work billed was for landscape maintenance services or City, County, or State right-of-way mowing only.

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, September 5, 2024 at 1:00 p.m.**

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

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A. Solicitation Overview

A.1. Scope of Work

The Mowing and Landscape Maintenance Divison 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 Landscape Maintenance Services for City Buildings and Parcels as listed in the bid documents.

A.2. Award

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder(s) subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. **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 two years, with two, 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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SPECIFICATIONS

LANDSCAPE MAINTENANCE SERVICES FOR CITY BUILDINGS AND PARCELS

Bidders shall not make changes to any document in this solicitation. Changes to this solicitation will be authorized only via posted addendum. Any unauthorized changes may result in rejection of the bid submittal.

The Awarded Bidder and Subcontractor(s) must possess a local business tax receipt from the Duval County Local Business Tax Office (904-255-5700, option 3) within ten (10) business days from the Notice of Award.

1. Definitions

A. City: The City of Jacksonville, Florida, including its departments, designated agencies, and independent authorities.

B. Contract Manager: The authorized representative(s) of the City of Jacksonville Mowing and Landscape Maintenance Division who is (are) assigned to the agreement to ensure that all work requirements are completed in accordance with the agreement documents.

C. PWML Inspector: The City's Public Works Mowing and Landscape Maintenance Division inspection staff, authorized by the Contract Manager.

2. Description of Work

A. Work consists of furnishing all labor, materials, and equipment; and performing all operations necessary for the routine landscape maintenance of buildings and parcels owned or maintained by the City of Jacksonville.

B. Landscape maintenance work includes litter and debris removal, mowing of turfgrass and/or vegetated overgrown areas, bed maintenance, grass edging, trimming, weed treatment, and cleanup (blowing/vacuuming/sweeping) of all debris encountered at the time of service or produced by the maintenance operations.

C. Turfgrass maintenance includes the collection and disposal of all existing litter and debris, turfgrass mowing, bed maintenance, edging, trimming, weed treatment, and cleanup (and cleanup (blowing/vacuuming/sweeping) of all debris encountered at the time of service or produced by the maintenance operations.

3. Issuance of Contract, Purchase Order, and Notice to Proceed

After award, the City will issue a Contract and Purchase Order to the Contractor. No work shall be started until the Contractor has received the fully signed Contract, Purchase Order, and written Notice to Proceed from the Contract Manager.

4. Intent of Specifications

The intent of these specifications is to maintain contracted sites on right-of-ways, medians, and curblines to achieve a clean and neat appearance. It is not the intent of these specifications to minutely define the mode, means, methods, techniques, sequence, or procedures of maintenance selected by the Contractor or the safety precautions and programs incidental to the work, but rather to set forth reasonable and rational criteria for the performance thereof.

5. Limits of Project

A. The limits of work are shown in **Exhibit A**. The exhibit shows the property location and the type and quantities of service of each site along with serviceable area.

B. The City may add or delete work sites during the life of the agreement, depending on the needs of the City. Such adjustments shall be by Change Order to the Contract Purchase Agreement (CPA), using the unit prices established in the bid submittal unless the unit prices have been modified by the City in accordance with the Unit Price Adjustment Section of the Terms and Conditions.

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6. Authority of the Contract Manager

All work shall be completed to the satisfaction of the Contract Manager or their designated representative to include PWML Inspectors. The primary authority of the PWML Inspector shall be to evaluate the Contractor's work for compliance with the award documents. At no time shall the Contract Manager or PWML Inspectors supervise the Contractor's work force nor create any responsibility for the acts or omissions of the Contractor, subcontractor, or supplier during the Award period.

7. Contractor's Supervision

The Contractor shall supervise and direct the work efficiently and with their best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of landscape maintenance services and for the supervision of its employees and subcontractors while performing work under this Agreement. The Contractor is responsible for supervising their workforce and is responsible for acts or omissions of their subcontractor's or supplier's.

8. Contractor's Superintendent and Quality Control Inspectors

A. The Contractor shall appoint a Superintendent who will be the Contractor's "Contact Person" or liaison with the City for all communications pertaining to this Agreement. The Superintendent shall be readily available via local telephone, cell phone, email, and fax.

B. The Superintendent shall speak, read, write, and understand English. The Superintendent shall designate a "Quality Control Inspector" who will verify that all items reported to the Contract Manager as complete are in conformance with the quality standards set forth in this document.

9. Qualification of Contractor Personnel

A. All personnel of the Contractor and its subcontractors shall be fully competent. The Contractor shall be responsible for employee work performance.

B. At least one (1) responsible person who speaks, reads, and understands English shall be part of each work crew at all times while working on this Agreement.

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

D. The Contractor shall protect, defend, indemnify, and hold harmless the City, its agents, officials, and employees from any claim, action, or suit which may arise from the removal, discharge, or suspension of the employee or subcontractor suspension.

10. Insurance

A. 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 Insurance and Indemnification Section of this solicitation throughout the life of the Agreement. If the selected Contractor cannot meet these requirements, the City will award the work to the lowest responsive, responsible Bidder.

B. Bidder shall include an email or a signed letter from his/her insurance company confirming they can provide the required insurance coverage listed in this solicitation.

C. The awarded Bidder shall submit to the Contract Manager a Certificate of Insurance for itself and each subcontractor within ten (10) days of receiving a Notice of Award. Contractor shall include the solicitation number on each Certificate. Work shall not commence until all required Certificates have been reviewed and approved by the City.

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11. Work Hours

A. In general, Contractor shall perform all work during daylight hours. For special operations, night work may be allowed if authorized in writing by the Contract Manager, although such work will be at no additional cost to the City. No work shall be done when weather conditions limit visibility to less than five hundred feet (500').

B. No work shall be done on Saturdays, Sundays, or City holidays. When a holiday falls on a Saturday, no work shall be done on the preceding Friday. When a holiday falls on a Sunday, no work shall be done on the following Monday. Exceptions to this rule shall be made only with written permission of the Contract Manager.

C. Contractor may propose specific work operations be performed on weekends to minimize potential conflicts with the public, if authorized by the Contract Manager, at no additional expense to the City.

12. Suspension of Work

A. The Contract Manager shall have the authority to 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 which may cause hazardous conditions 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.

B. Suspension of work shall be complied with by the Contractor at no additional expense to the City.

13. Provisions for Convenience of Public

A. The Contractor shall schedule operations to minimize inconvenience to adjacent businesses, residences, and vehicular traffic.

B. Contractor shall modify and adjust work schedules as may be directed by the Contract Manager, at no additional expense to the City.

14. Maintenance of Traffic (MOT)

A. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other personnel and equipment in addition to the personnel and equipment required in other parts of this solicitation. At a minimum, one flag person should be posted at each approach to the work area. Closure or blocking of public streets and other right-of-ways shall not be permitted unless prior arrangements have been made with the Jacksonville Sheriff's Office (JSO) and the City Traffic Engineering Division. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with City and OSHA standards. At no time shall any road be closed to local or through traffic. The Contractor, especially while working in residential areas, shall not allow his operations to adversely affect the flow of traffic.

B. Traffic flow must always be maintained. Contractor shall develop and coordinate traffic control per City of Jacksonville Engineering Division standards. If the City determines that 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 without prior notice. The City is not responsible for the Contractor's additional cost caused by such a work stoppage.

C. The Contractor will be guided by The Uniform Code for Traffic Control to develop a Traffic Control Plan and shall adhere to the permit requirements for the City of Jacksonville Traffic Engineering Division. All costs associated with Maintenance of Traffic shall be included in the unit price to which it is associated. There is no separate unit price for Maintenance of Traffic.

D. The Contractor is financially responsible for damage to vehicles, property, or persons caused by, or resulting from, its operations. If the Contractor delays honoring such financial claims, the Contract Manager will, after three (3) day's written notice, honor the claim and deduct the cost thereof from any monies due the Contractor. The Contractor shall also be held liable for accidents or altercations caused by the Contractor's neglect.

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E. If the Contract Manager determines that the Contractor's work performance constitutes a safety problem on a right-of-way, the Contract Manager will have the authority to dictate working hours.

F. The Unit Price for each work item shall include all signs, devices, equipment, and personnel required to control traffic and pedestrians for the expected duration of the work at each work site.

G. If the City requires a written design plan for maintenance of traffic for a particular work area, then the price for the MOT shall be negotiated on a case-by-case basis. Payment for MOT shall be made for each MOT authorized, designed, approved, maintained, and accomplished.

15. Responsibility For Damages, Preservation of Property, Existing Utilities Coordination

A. The Contractor shall use due care at all times to avoid damaging property improvements, public or private, which may exist within or adjacent to the work area. The Contractor shall also protect improvements in any other area affected by the work being performed. Included in this provision are improvements such as streets, curbs, sidewalks, utilities, light poles, buildings, trees, landscaping, landscape irrigation systems, signs, and mailboxes. The Contract Manager shall make a prompt determination of liability in the caseof damage.

B. The Contractor shall inform himself/herself concerning the location of existing utilities, pipelines, and structures of every type below, on, or above ground, which may interfere with his/her operations. He/she shall prepare his/her Bid and enter into the Agreement in full understanding of the conditions that may be encountered and his/her responsibility in connection therewith.

The Contractor shall establish liaison and coordinate his/her work with all utility contacts, including but not limited to: JEA (formerly Jacksonville Electric Authority), AT&T Telephone, TECO/People's Gas, Comcast, City Traffic Engineer, the COJ Department of Public Works, and any other utility providers within the project limits to prevent interference with overhead and buried electrical, water, sewer, telephone, TV cables, and gas lines.

All existing utilities, pipes, poles, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, landscaping, traffic signs and signals, and other structures or items, either public or private, which must be preserved in place or items to be relocated shall be protected from damage by the Contractor. Should such items be damaged because of the Contractor's operations, they shall be restored by the Contractor to at least as good condition as that in which they were found immediately before the work started, at no additional cost to the City, and to the satisfaction of the Owner of the damaged property.

C. The Contractor, at its expense, shall repair or replace damaged property improvements which were caused by, or resulted from the negligence of the Contractor within ten (10) days of 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 City improvements in accordance with current City Standards as may be applicable and replace or repair all damaged traffic signs in accordance with the Manual of Uniform Traffic Control Devises (MUTCD).

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

E. The City will not pay for regularly scheduled work completed during the cycle when the damage occurred until the Contractor has completed, and the Contract Manager has accepted, the repair work.

F. 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.

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

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

16. Safety

A. The Contractor is solely responsible for ensuring the safety of its crew(s), employees, subcontractors, and the safety of the general public while performing the work required under this solicitation.

B. The Contractor shall provide materials such as, but not limited to, barricades, signage, flagging, and safety strobe lights as required to ensure safe working operations, at no additional expense to theCity.

17. Obstruction of Other Work

If access to part of the work site is obstructed by 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. The Contractor will not be entitled to compensation for work that was deleted or delayed because of such an obstruction.

18. Permits and Fees

The Contractor shall secure and pay for all permits which may be required to accomplish the specified work and shall conduct work in accordance with the permit requirements.

19. Notifications

The Contractor shall notify, in advance, the utility location service and other parties which may be affected by the Contractor's operations. The utility location service is "Sunshine State One Call of Florida" which can be contacted by phone at 811 or by email at www.callsunshine.com. Contractor shall begin work only after utilities have been located.

20. Work on Private Property

A. No work shall be performed under the provisions of the Agreement on any private property without the express written consent of the affected lawful landowner and approval of the Contract Manager. Such permission shall be secured by the Contractor, shall identify the provisions under which such work is to be performed, and shall not constitute a liability to the City nor relieve the Contractor of its responsibilities. A copy of the landowner's written permission shall be furnished promptly to the Contract Manager.

B. Any approved work performed on private property is intended to facilitate the Contractor's service operations and reduce conflicts with adjacent property owners.

21. Hazardous and/or Toxic Waste and Pollutants

A. Should the Contractor encounter or expose a condition which may indicate the presence of hazardous and/or toxic wastes or pollutants, he/she shall discontinue all operations in the immediate vicinity and immediately notify the Contract Manager. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; 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.

B. When encountered, the Contractor shall make every effort to minimize the spread of hazardous wastes, toxic wastes, or pollutants into uncontaminated areas.

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

D. The Contractor's work may not resume in such areas until so directed by the Contract Manager.

22. Erosion Control

A. The 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.

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B. The 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.

23. Default of Agreement

A. 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 EEO 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.

B. If, within the time 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.

C. 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 continue 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 the 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.

D. Should the Contractor show a valid intent to complete 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.

E. 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.

24. Assignment of Work to Others

If the Contract Manager determines that 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 that 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 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.

25. Termination of Agreement

The City reserves the right to terminate or suspend the Agreement in whole or in part at any time the interest of the City requires such termination or suspension. The City shall notify the Contractor of such action in writing seven (7) calendar days prior to such termination or suspension with instructions as to the effective date or at what stage of work the termination will be taken. The Contractor will be paid for all work performed and accepted up to the termination or suspension date including any reasonable termination expenses which can be documented. All payments will be based on the Agreement unit prices, which prices shall be deemed to include profit and overhead. The City will not pay for work items that are not completed and accepted.

26. Unit Price Adjustment

A. 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

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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.

B. 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.

C. 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.

27. Estimated Quantities

A. This Contract is governed by budgetary restriction. Therefore, the total yearly disbursement to the Contractor may be more or less than the total Agreement amount since all quantities are estimated and no quantities are guaranteed. The actual disbursement to the Contractor will be based upon the unit price of the type of work authorized, completed, and approved by the Contract Manager.

B. The items and respective quantities set forth in this solicitation have been established to assist the Contractor in deriving a Unit Price for services in which may or may not be requested during the extent of this Contract. The City reserves the right to decrease or increase quantities with no change in the Unit Price established in the Agreement unless the unit prices have been modified by the Contract Manager in accordance with the Unit Price Adjustment section above.

C. When the Contract Manager adds or deletes the work covered by this Agreement, the change may be issued in the form of a change order to the Contract Purchase Agreement and/or written Addition or Deletion letter.

28. Limitations of Equipment Operations

A. The Contractor shall Operate all moving equipment in the same direction as the flow of vehicular traffic if operating within ten feet (10') of the travel lane. Exceptions will be made only when the work site is protected by flagmen and warning devices in accordance with the Maintenance of Traffic section in this solicitation.

B. The Contractor shall plan operations so that bridge crossings are kept to a minimum. When it becomes necessary for equipment to cross bridges, take extreme care. Cross the bridge on the right shoulder if the bridge has a full-width shoulder able to accommodate the width of the equipment; otherwise, cross in the right travel lane.

C. The 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.

D. Parking equipment in roadway medians of any width is not allowed for any length of time. The 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 sites. The Contractor may temporarily park company motor vehicles (2 hour 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.

E. The Contractor shall conduct all service and supply operations at locations that will not interfere with vehicular or pedestrian traffic.

F. Service vehicles will be allowed in work areas only to service, repair, or remove inoperable equipment.

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G. Service vehicle shall only enter the median to repair or remove inoperable equipment and only when such repair or removal necessitates a service vehicle.

H. No supply vehicles shall enter medians for any purpose.

29. Tools and Equipment

A. The Contractor must have in its possession all required equipment listed below, either by ownership or long-term lease agreement, or have a written commitment from a lender to finance the cost of the required equipment not owned or leased at the time of the Award. The equipment and quantities listed below are only the minimum requirements. It is the responsibility of the awarded Contractor to supply the needed equipment to complete the monthly task set forth in this solicitation. **Equipment shall always be in good working condition. Malfunctioning equipment, or a lack of equipment, will not be an acceptable reason as to why the work was not completed.** Equipment must include the items in the list below.

- 50-80 HP Tractor w/ 5-foot Mower Deck (1)
- Pickup Truck w/ Mower Trailer (2)
- 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 (2)

B. The Contractor shall provide the appropriate personnel and the type, size, quality, and quantity of tools and equipment necessary to complete the work in the specified timeframe.

C. 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.

D. All trucks and other equipment must comply with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back-up alarms and flashing strobe safety lights. Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment. Loading equipment must be capable of providing reasonable compaction to all loads on all utilized hauling equipment. "Hand loading" of trucks and trailers is prohibited in work under this solicitation.

E. The Contractor shall maintain all equipment and 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. The 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.

F. The Contractor shall clean mower decks after each mowing to remove grass clippings and weed seeds.

G. The Contract Manager may inspect tools and equipment during the performance of work to verify that tools and equipment are in good condition. If the Contract Manager determines that a piece of equipment is in poor working order, is inappropriate for this contract, or poses a safety hazard, the Contract Manager 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.

H. Some grass 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. In such cases, the 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 as a valid reason for not mowing a vegetated area.

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I. Equipment used to transport litter and debris shall be covered and constructed to prohibit littering along roadways. The Contractor is responsible for clean-up of any litter or debris that may be blown off or dropped from the Contractor's or subcontractor's vehicle during transportation.

30. Application of Chemicals

A. The Contractor shall apply fertilizer, herbicides, and pesticides strictly in accordance with the pest control regulations of the State of Florida and EPA. The Contractor shall apply fertilizer also in accordance with the *City of Jacksonville Ordinance Code, Chapter 366 (Groundwater and Surface Water Resource Management), and Part 6- Fertilizer Application*.

B. The Contractor shall be liable for all damages caused by the improper application of chemicals.

C. The Contractor shall apply fertilizer, herbicides, and pesticides strictly in accordance with the manufacturer's label for each chemical used. If requested, the Contractor shall provide the Contract Manager with the Label and Material Safety Data sheet for each chemical used. The company applying pesticides shall meet the requirements of the Florida *"Limited Governmental or Private Applicator Certification*" program. The Contractor shall submit a copy of each applicator's certification.

D. The contractor or subcontractor must be a licensed pest control operator in the state of Florida and be qualified by the state to apply chemicals utilized during the execution of this agreement.

31. Codes and Standards

The Contractor shall execute work in strict compliance with the applicable specifications, regulations, standards, and codes of the bodies/agencies listed below:

- NAA Pruning Standards for Pruning Trees
- Local tree, landscape, irrigation, and fertilizer ordinances
- Occupational Safety and Health Administration (OSHA)
- Federal (EPA), State, and local environmental Agencies

32. Equipment and Safety Devices

A. All motorized equipment utilized by the Contractor shall be painted in a high visibility color and have the same safety devices, signs and lights required by FDOT on equipment working in a FDOT right-of-way, including a "slow moving vehicle" symbol mounted on the rear of the vehicle and a Type B high intensity warning light mounted on top. The Contractor shall always maintain safety devices in proper working order.

B. The Project Manager must inspect and approve the equipment before it can be used under this contract. The Contract Manager's approval of the Contractor's equipment will not relieve the Contractor of its responsibility or liability for personal injury or property damage caused by the equipment's operation.

33. Issuance of Blanket Order and Notice to Proceed

After award of the Contract, the City will prepare a contract for execution by the Contractor and the City. Upon execution of the contract the City will then issue a Purchase Order. The issuance of the Purchase Order by the City will be the Contractor's "Notice to Proceed." No work shall be started until the Contractor has received the Purchase Order and until the work schedule has been approved by the Contract Manager. One Purchase Order will be issued for all work involved at all locations. The Purchase Order will include the amount of funds available for all work for one (1) year, or a portion of one (1) year, as specified in the Purchase Order. The Contractor shall begin work within ten (10) days after receiving both the Purchase Order and the Contract Manager's written approval of the work schedule.

34. Work Schedules

A. At a Pre-Construction Conference, the Contractor will receive "Work Schedules" for each list of sites, from the City mowing database, which describes the proposed schedule of operations to complete the specified work within the allotted times and in accordance with the frequency or cycles provided in the Contract documents. The

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Contractor will have fifteen (15) days to review and request any alterations or additions. This schedule will be uploaded into the City mowing database. The Contractor shall review the lists of work sites and, from those lists, prepare a separate Work Schedule for each crew in the form of a Microsoft Excel spreadsheet which will show the asset number, name of each site, Contractor and or subcontractor information, and the scheduled dates of each site visit based upon the frequency of service specified. The Work Schedule for each crew shall describe a logical/geographically connected sequence to complete ALL work within the specified times and frequencies. The Contractor shall adjust the Work Schedules as requested by the Contract Manager and resubmit it for review and approval.

B. Once the Contract Manager has approved the Work Schedules and the Purchase Order for the work has been issued, he/she will provide the Contractor with a written "Notice to Proceed." The Notice to Proceed shall be the City's written authorization to begin work.

C. The work at each site will be performed at the frequency stated unless otherwise directed by the Contract Manage. Should the Contractor desire to change the Work Schedule as originally submitted and approved, such proposed changes, such as interim between cycles, shall be submitted to and approved by the Contract Manager in writing before changing the Work Schedule.

D. The maintenance of all sites listed on each site list must be completed by the end of each monthly scheduled maintenance cycle. In addition, for a site on a once-a-month work cycle, each site visit must be no less than twenty-five (25) days apart and no more than thirty (30) days apart; for a site on a twice-a-month cycle, each site visit must be no less than twelve (12) days apart and no more than fifteen (15) days apart.

E. The Contractor shall schedule the first cycle of landscape maintenance operations to begin within ten (10) days after receipt of the City's Notice to Proceed unless the Contract Manager approves a different start date.

F. The Contractor shall enter site completion dates into the mowing database daily or no later than 10:00 a.m. the following morning after service (only enter sites that have been verified to have been completed). If any sites are incorrectly entered, the Contractor shall notify the Contract Manager for correction.

G. By 8:00 a.m. each workday, the Contractor shall provide the Contract Manager and all PWML inspectors, via fax or email, a list of sites where work had been completed the previous workday; and if requested, the schedule of sites to be serviced during the current workday (include the name or asset and location of each site, and, if a vacant lot, the real estate n The Contractor shall umber).

H. Once work begins on a Work Site, the Contract shall diligently pursue work until completed before moving to the next scheduled site, unless otherwise directed by the Contract Manager.

35. Invoices and Payments

A. On a monthly basis, the Contractor shall submit an invoice for services rendered during the previous month. The Contractor shall submit invoices no later than seven (7) days after the end of the previous monthly mowing cycle.

Include the following.

1. Cover sheet to include company name, date, service period, invoice total cost, and PO number.
2. Billing sheet to include total units, unit cost, extended totals, and grand totals.
3. Contractor's cartegraph/City database backup to include real estate number(s), street name, street from and street to, proposed date, and date of service, cartegraph/database asset number, cartegraph/database completed task number, unit of measure, total service area, unit cost, inspection, inspector's name, pass or fail result, extended totals, and grand total.

B. The Contract Manager will pay the Contractor monthly for all sites scheduled for that month that have been completed, input into the database, and accepted by the Contract Manager or PWML inspectors. The City will not process payment until the entire group of parcels scheduled for the previous month is completed and no partial

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payments will be allowed. Payment will be based on the Contractor's unit price multiplied by the total units completed to the nearest two decimals ($00.00).

C. Disposal Fees: The Contractor shall provide a separate invoice for the cost of disposal fees incurred for litter and debris disposal generated by the Contract operations during the previous month. The Unit Price for Disposal Fees shown in the Bid Proposal From are for comparison purposes only. The Contract Manager will reimburse the Contractor for the actual cost of disposal, based on the unit price charged by the landfill. The Contract Manager will not pay for disposal fees if the dates of the weight tickets are not within the two previous monthly cycles. The Contractor shall include with the invoice, the original weight tickets or receipts issued by the facility which accepted the debris. In addition, the Contractor must submit the following notarized certificate signed by an officer or owner of the company:

"This is to certify that the attached disposal weight tickets, numbered _____ or receipt numbered _____ are only for debris or white goods picked up in the performance of countywide parcel mowing specification requirements for PO. No. _____, during the month of _____, 20___."

D. The Contractor shall submit each invoice or request for payment to the City of Jacksonville, Mowing and Landscape Maintenance Division, Attn: Dave McDaniel, Chief, 609 St. Johns Bluff Road, Jacksonville, FL 32225.

Invoices will be issued once services are rendered to the City of Jacksonville or its agencies. Payment terms are Net 30 days. If requested by the City, all original invoices shall be submitted to COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: **inv_300000008806179**. Invoices submitted into 1Cloud can also be submitted through the 1Cloud Supplier Portal.

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

36. Withholding Payment for Unsatisfactory or Incomplete Performance

A. If any action, duty, service, or part of the work is not performed by the Contractor, the Contract Manager will withhold payment of the monthly invoice claiming completion of such work until the work is completed to the satisfaction of the Contract Manager.

B. If any action, duty, service, or part of the work has been completed but is determined by the Contract Manager to be unsatisfactory, the Contract Manager will notify the Contractor of the deficiencies and give the Contractor an appropriate amount of time to correct the deficiency. The Contract Manager will withhold payment of the monthly invoice claiming completion of such work until the work is completed to the satisfaction of the Contract Manager.

37. Late Penalty

The City can charge the Contractor a late penalty of fifty dollars ($50.00) for each workday if the Contractor's work is not completed within the maximum time allowed for each work site and for each list of sites. Such a penalty shall be deducted from the Contractor's invoice covering all work for that month. Ordinary delays such as incremental weather, equipment failure, personnel shortages, and repeat work caused by failure to comply with the Specifications will not be considered as justifiable causes for failure to complete the contracted work in each monthly cycle. The only justifiable delays that will be considered are during periods when the Contract Manager suspends work at all sites on a particular list, or when a natural disaster is declared by the local governmental authority.

38. Partial Payments

If part of the work scheduled for the previous month is not completed by the end of the month, the Contract Manager will not approve partial payment for the portion of the work completed. The Contract Manager will only approve a partial payment of a monthly invoice when the Contractor could not complete the work scheduled for the previous month because the Contract Manager suspended work at all sites on a particular list, or when a natural disaster is declared by the local governmental authority.

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39. Discovery of Unmarked Human Burial Site

If an unmarked human burial site should be discovered, the 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's location. The Contractor shall not resume work until specifically authorized by the District Medical Examiner or the State Archeologist.

40. Photographic Record

A. If requested by the Contract Manager, the Contractor shall provide a "before and after" photographic record of each site that is an individual parcel or lot during each maintenance cycle, unless the Project Manager waives the photographic record requirement for a particular site. The Contractor shall photograph the site immediately before beginning work and immediately after the work is completed. The Contractor shall take sufficient photographs to show the entire maintenance area. The Contractor shall take each set of "before and after" photographs from the same location, angle, and magnification. The Contractor shall incorporate a common landmark in each photo where possible.

B. The Contractor shall take photos with a digital camera which has an instant photo display screen and the ability to record the date and time signature on each photo. The Contractor shall provide one such camera to each work crew. The 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). The Contractor shall print the photo with the time and date stamp shown on the image.

C. The Contractor shall label each photograph noting if a "before" or "after" photo, the street address, and/or real estate number (show each pair of "before" and "after" 5" x 7" photographs on one 8½" x 11" page).

D. The Contractor shall include with the monthly invoice for the completed work, a paper copy of the "before and after" photograph taken at each parcel covered by the invoice. The Contractor shall email a digital file of each photographic record to the Contract Manager.

41. Inspections and Acceptance of the Work

A. The PWML inspectors shall inspect the landscape maintenance operation at each site within seven (7) days of the Contractor's written notification and/or seven (7) days after the Contractor's input date in the City's database that the work is complete.

B. If the PWML inspectors determine that the work is not in conformance with the specifications, the asset will fail, and a makeup task will be generated. Photos of the deficiencies will be emailed to the Contractor. The Contractor will have five (5) days after notification to correct the deficiencies identified by the failure, input completed photos of the deficiencies, complete the newly generated makeup task, and email notification to the inspector that the deficiency has been resolved Failure to input pictures and complete the task will constitute a failed service and the Contractor will not be compensated for that service.

42. Reinspection Fee

A. The City may impose a twenty-five-dollar ($25.00) re-inspection fee each time the PWML inspector visits a work site to conduct a re-inspection of previously rejected work.

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

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43. Service Months

The work specified in the contract documents for the sites listed in **Exhibit A** shall be performed in its entirety during each month before beginning another month's cycle. Additional service visits may be required because of excessive growth. If an additional service visit is requested by the City, the Contractor will perform the work at the unit price established in the bid proposal.

Twenty-one (21) Visits/Year for Initial Litter Collection, Turfgrass Maintenance, and Bed Maintenance.

Litter Collection, Turfgrass Maintenance, and Bed Maintenance											
Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
1	1	2	2	2	2	2	2	2	2	2	1

Ten (10) Visits/Year for Edging.

Edging											
Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
0	1	1	1	1	1	1	1	1	1	1	0

44. Liquidated Damages

Should the Contractor fail to complete a mowing cycle within the approved scheduled time plus ten (10) calendar days, the amount of two hundred and fifty dollars ($250.00) for each day the work remains incomplete after the scheduled cycle completion date shall be deducted from the payment due the Contractor. The liquidated damages provided herein are not considered a penalty, but a reimbursement to the City for its added expenses for additional supervision, inspection, and administration of the Agreement.

Rain delays, equipment failure, and/or repeat work caused by failure to comply with the Specifications will not be considered justifiable causes for failure to complete the work in each scheduled cycle. The only justifiable delay that will be considered during the period is when a natural disaster is declared by local government authorities.

45. Description of Landscape Maintenance Operations – General

A. Landscape maintenance operations to be performed at each group of sites as listed in **Exhibit A**. Landscape maintenance operations shall include the entire serviceable area at each site. Work is to include initial litter and debris removal, general weeding, turf mowing, trimming, edging, bed maintenance, cleanup (blowing/vacuuming/ sweeping) after landscape maintenance operations.

B. The quantities shown for each site in **Exhibits A** are estimates and are subject to modification, up or down, by the Project Manager if quantities are found to be incorrect after additional review by the Contract Manager and the Contractor.

46. Landscape Maintenance Operations

The Contractor shall provide the Landscape Maintenance operations listed below at each site listed in **Exhibit A.** The limits of the work are all areas noted and/or mapped areas. Payment for all items shall be at the Unit Price per Serviceable Area in the Contractor's bid submittal.

- Initial Litter and Debris Removal
- Turfgrass Maintenance, which includes the following items:
  - Mowing
  - Trimming/Line Trimming
- Cleanup (Blowing/Vacuuming/Sweeping)
- Edging
- Bed Maintenance
- Pruning of Trees and Palms

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47. Mobilization

Mobilization includes the transportation of the Contractor's/Subcontractor's personnel, equipment, and operating supplies to the site. For this contract, mobilization costs shall be included in the unit price established in the Proposal Schedule for **Serviceable Area**.

48. Initial Litter and Debris Removal

A. The Contractor shall remove all litter and debris from all areas to be serviced including turf, sidewalks, beds, grass medians, concrete medians, curblines, and curb drains before beginning the mowing operation. Tearing, ripping, or scattering the litter by the mowing operations is not permitted.

B. Debris is items which can be safely picked up by two men and loaded into an open flatbed truck.

C. The Contractor shall remove the following litter and debris before mowing:

- Mand-Made Items: Man-made items such as bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, shopping carts, small appliances, furniture, and other such items. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the job site.
- Yard Waste: Fallen trees, palm fronds, flower stalks, limbs, branches, brush, fallen leaves, pine needles, and other plant debris. The intent removes the vegetation where it causes an unsightly condition or unsafe nuisance. The Contractor shall remove fallen limbs and branches lying on the ground which are four (4) inches in diameter or less at the base of the limb. The Contractor shall also remove fallen trees which have a trunk of four (4) inches in diameter or less, measured 4½ feet above the ground. All such material, which is defined as "yard waste" by the City Solid Waste Division, shall be removed and delivered to the Old Kings Road Landfill at 8540 Old Kings Road, Jacksonville, FL 32219.
- Tires: The Contractor shall remove individual tires and pieces of tires. For the transport of nine (9) waste tires or more, 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 $100.00 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. The Contractor shall remove tires from the site and dispose of them at a legal landfill or recycle facility which will accept tires.
- Dead Animals: The Contractor shall place each dead animal encountered on the work site into a plastic garbage bag and securely close. The Contractor shall place the bag along the adjacent street and notify the Contract Manager of the dead animal's location. The Contract Manger will arrange for disposal by the Animal Control and Protective Services Division. The Contractor will not be responsible for the removal and disposal of dead animals.

D. The cost of Initial Litter and Debris shall be included in the unit price established in the Proposal Schedule for **Serviceable Area**.

49. General Weeding

A. During each mowing operation, the Contractor shall remove all weeds from paved areas such as curb lines, curb drains, parking lots or parking areas and storage areas, concrete medians, cracks and joints in all sidewalks, and areas covered with concrete riprap, rock, or gravel within the work limits of each site.

B. Weeds are considered vegetation, such as annual and perennial weeds, plant seedlings, vines, and turfgrass growing into the areas listed above. Weeding also includes the removal of vines growing on structures and fences. Weeding may be accomplished by hand and by mechanical and chemical means with one exception – strings trimmers must be used along fence lines unless the Contract Manager has approved the use of chemicals.

C. When using herbicide, the Contractor shall 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.

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D. Herbicide treatment under or around trees, signposts, and fences is prohibited.

E. The cost of General Weeding shall be included in the unit price established in the Proposal Schedule for **Serviceable Area**.

50. Mowing

A. The Contractor shall use commercial grade, high production mowing equipment to mow all turfgrass areas within the work limits of each site. Turfgrass areas are defined are vegetated areas regularly mowed. Vegetation in turfgrass may include turfgrass, native grasses, vines, weeds, and small trees and shrubs with stem diameters of up to two (2) inches measured six (6) inches above the ground.

B. The use of herbicides or farm or larger tractors with rough cut rotary mowers is not permitted to accomplish the mowing operations.

C. The Contractor shall mow turfgrass to the height recommended by the Contract Manager for the predominate grass species found at each site – typically between 1.5 to 3-inches, but no higher than 4-inches. The Contractor shall set the minimum height of cut to prevent scalping of the turf and injury to root systems. The Contractor will be responsible to re-sod areas that are scalped and do not recover within thirty (30) days and warranty the turf for sixty (60) days or until rooted. Any dead grass shall be replaced until established.

D. The Contractor shall 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 in ditches, wet detention areas, or the back of ditches not accessible to mowers. The Contractor shall use extreme care to avoid damage to the trunks of existing plants that shall remain.

E. Where fences or walls exist bordering or within the site, the Contractor shall mow within six (6) inches of the structure, completing the cut to the edge with a string trimmer, being careful not to damage the fence. Damage to fencing will be the responsibility of the Contractor to repair/replace.

F. The Contractor shall 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.

G. The Contractor shall notify the Contract Manager when a dense area of exiting trees and understory exists within the site (the "tree line") before beginning work. The Contract Manager may establish and 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.

H. The cost of Mowing is to be included in the unit price established in the Proposal Schedule for **Serviceable Area**.

51. Trimming

A. The Contractor shall immediately before or after each mowing, use a string trimmer to trim vegetation around all vertical obstacles or structures, sidewalks, and curblines, including the joint between the asphalt or roadway that meets the curbline. This includes all concrete medians and bull noses within the work limits and within vegetated areas such as buildings, trees, walls, columns, fences, and signposts. The Contractor shall also use a string trimmer to mow in areas inaccessible to mowers, such as in wet areas and on steep slopes. Trimmed vegetation shall match the mowing height.

B. When using the string trimmer, the Contractor shall be careful not to damage vertical obstacles, particularly tree trunks and shrubs. The Contractor shall use only string trimmers equipped with adequate safety devices to protect the operator from flying debris and ensure that all trimming operators are safely performing the work.

C. Herbicide treatment under or around trees, signposts, and fences is prohibited.

D. The cost of Trimming shall be included in the unit price established in the Proposal Schedule for **Serviceable Area**.

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52. Edging

A. The Contractor shall edge all sites selected for edging at the frequency specified by this solicitation.

B. For each scheduled edging cycle, the Contractor shall use a mechanical blade edger to edge all turf areas adjacent to walkways, curbing, roadways, sidewalks, driveways, parking lots, and pavement slabs. The Contractor shall use a sting trimmer only in areas inaccessible to a blade edger. After edging, the Contractor shall remove edging debris, grass, or vine runners which have grown over pavement or into plant beds. The Contractor shall blow/ vacuum/sweep all sidewalks, curblines, and curb gutters after every edging operation.

C. The cost of Edging is to be at the unit price established in the Proposal Schedule for **Serviceable Area**.

53. Cleanup After Landscape Maintenance Operations (Blowing/Vacuuming/Sweeping)

A. At the end of each maintenance cycle, the Contractor shall remove grass clippings, leaves, and other debris that existed at the start of the maintenance service or was generated during the maintenance cycle. The Contractor shall remove debris by blowing/vacuuming/sweeping as needed. The Contractor shall schedule mowing operations at each site to ensure cleanup is completed by the end of the day. At some sites it might be necessary to arrive early or late or on weekends to eliminate the accumulation of leaves. The Contractor will not be compensated for after-hours or week work. Debris created by the landscape maintenance operations shall not be left on roads and sidewalks overnight.

B. The Contractor shall not, at any time, blow or sweep grass clippings or other debris onto a street, driveway, sidewalk, parking lot, private property, or down storm drains.

C. The City will reimburse the Contractor for the disposal fees charged by a legal disposal facility which accepted the litter/debris generated by the landscape maintenance operations.

D. The Cleanup (Blowing,/Vacuuming/Sweeping) area is the length of the site in linear miles. For roads with no medians, this would be both sides of the site. For roads with median dividers, this length is doubled to account for both sides of the site, including both sides of the median.

E. The cost of Cleanup (Blowing/Vacuuming/Sweeping) shall be included in the unit price of the Proposal Schedule for **Serviceable Area**.

54. Bed Edge Establishment

A. As requested by the Contract Manager, cut a minimum three-inch deep bed edge along existing or new beds in turf or against sidewalks. Soil is to be raked out in the bed to achieve a smooth slope to the bottom of the cut edge. Remove material such as rocks, roots, and sticks. At no time should the soil be built up or deposited along the edge of buildings or structures.

B. The Contractor will be reimbursed the disposal fees charged by a legal disposal facility which accepted the debris generated by the bed edge establishment operations.

C. The cost of Bed Edge Establishment shall be included in the unit price established in the Proposal Schedule for **Bed Edge Establishment**.

55. Bed Maintenance

A. The Contractor shall provide bed maintenance as scheduled and at the sites shown in **Exhibit A**. Beds include plant beds, mulch, gravel beds with no shrubs, and/or groundcovers. The Contractor shall keep beds free of weeds. Weeds are considered vegetation, such as annual and perennial weeds, plant seedlings, vines, and turfgrass growing into beds not intended for such vegetation. In addition, the Contractor shall remove dead plants, litter, and debris such as pinecones, aluminum cans, trash, bottles, fallen tree limbs, and excessive buildup of dead leaves where thickness of dead leaves exceeds 2-inches.

B. Weeding in beds may be accomplished by hand, mechanical, and/or chemical means. When using herbicide, the Contractor shall strictly follow label instructions and avoid overspray on adjacent plants. If the Contract Manager

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determines that the deterioration of an existing plant is caused by herbicide overspray, the Contractor shall replace the affected plant with a new plant of equal size, at no cost to the City.

C. The Contractor shall prune trees, palms, shrubs, groundcovers, and ornamental grasses within beds as part of each bed maintenance visit.

D. A PWML inspector, if required, shall supervise all pruning operations to ensure pruning is in accordance with sound horticultural practice.

E. The Contractor shall prune trees and palms in beds to 8-feet and remove suckers, low hanging branches, palm fronds, and palm fruit stems that interfere with vehicular or pedestrian circulation adjacent to the beds. When pruning, the Contractor shall remove branches with a sharp cut and no tearing of the bark. The Contractor shall remove branches just above the branch collar (do not leave branch stubs). Branch removal is limited to branches with a 2-inch diameter or less, measured just above the branch collar.

F. The Contractor shall prune groundcovers and shrubs to remove damaged, broken, or dead branches and branches heavily infected with disease or insects. The Contractor shall also selectively prune back runners of groundcovers and stems of shrubs that have extended beyond the natural mass of the planting or beyond the plant bed line. The Contractor shall prune ornamental shrubs to maintain the current height or to develop a more natural height of the plants, and prune shrubs to maintain a 12-inch buffer between all curbs and turf edges, sidewalks, and 18" off any buildings or structures, or as directed by the Contract Manager. The Contractor shall prune plants to maintain a neat appearance to ensure full seasonal flower bloom, to develop a more natural shape, and to direct plant growth into a continuous mass throughout the bed area where they are planted (do not prune individual plants in mass plantings into formal shapes: i.e., individual round balls of dwarf yaupon).

G. The Contractor shall prune ornamental grasses once per year in February. The Contractor shall prune back each clump of grass all the way to the ground (do not leave grass stalks above the ground level). Ornamental grass clippings may be used as mulch below ornamental grasses but must be spread out in a uniform pattern.

H. The Contractor shall prune hedges to develop a uniform height and spread, and to allow the individual shrubs to grow into a continuous row of vegetation without gaps.

I. The Contractor shall edge all bed perimeters adjacent to grass areas on every service.

J. The Contractor shall edge all curbs where plants/groundcover are extending on or over the curb on every service.

K. The cost of Bed Maintenance is to be at the unit price established in the Proposal Schedule for **Serviceable Area**.

56. Pruning of Trees and Palms

A. The Contractor shall prune all trees, palms fronds, and palm fruit stems; remove suckers; and remove any low hanging branches which interfere with vehicular or pedestrian areas to ten feet (10') above ground level. Vehicular areas, paved or unpaved, include parking lots, driveways, and storage areas used or serviced by vehicles. Pedestrian areas are all building areas where a pedestrian can access the building/area, including sidewalks and parking lots. The Contractor shall remove branches with a sharp cut and no tearing of the bark. The Contractor shall remove branches just above the branch collar (do not leave branch stubs). Branch removal is limited to branches with a 2-inch diameter or less, measured just above the branch collar.

B. All pruning operations shall be in accordance with sound horticultural practice and ANSI standards.

C. The Contractor will be reimbursed for the disposal fees charged by a legal disposal facility which accepted the debris generated by the pruning operations.

D. The cost of Pruning of Trees and Palms shall be included in the unit price established in the Proposal Schedule for **Serviceable Area**.

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57. Mulch Installation

A. As requested by the Contract Manager, install three-inch layers of pine straw mulch to be leveled to form a continuous smooth bed. In areas with heavy shrub planting or mass plantings, mulch to be feathered in the first twelve inches (12") of shrubs.

B. Mulch shall not to be installed where shrubs and ground cover have fully grown in, and the mulch will not be seen.

C. The Minimum square footage per site is 500 SF.

D. The cost of Mulch Installation shall be included in the unit price established in the Proposal Schedule for **Mulch Installation**.

58. Fertilization

A. Fertilization is an additional service that will be requested by the Project Manager. When requested, fertilize landscaped areas (grassed areas and plant beds) on dates designated by the Project Manager. Use a fertilizer with a 1-0-1 ratio of nitrogen, phosphorus, and potassium with at least 30% of the nitrogen in a slow-release form. Micronutrients shall also be included in the formulation. Submit manufacturer's fertilizer label to the Project Manager for approval before purchasing or applying fertilizer.

B. Apply fertilizer only between April 15th and October 1st. If fertilization is requested, it will normally be applied in April or September.

C. Apply fertilizer at a rate to achieve one (1) pound of nitrogen per 1,000 square feet of landscaped area. Apply uniformly to prevent "streaking" or "spotty" turf or plant color. If the Contract Manager determines that the fertilized grass areas and plants in plant beds have not achieved a uniform, healthy green color within thirty (30) days after application, the Contractor shall reapply fertilizer to the unacceptable areas at no additional cost to the City until a uniform green color is achieved.

D. The Project Manager may require the submittal of fertilizer receipts and/or empty fertilizer bags from the Contractor to confirm the proper amount of fertilizer was applied.

E. The cost of Fertilization shall be included in the unit price established in the Proposal Schedule for **Fertilization**

59. Attachments to the Bid Submittal

The following documents must be attached to the 1Cloud bid submittal:

- Bid Proposal Form
- Proposal Schedule
- Business References Form
- Pest Control and Herbicide Technician Form
- Documentation of having successfully completed a year-long accumulative commercial landscape maintenances or City, County, or State RoW mowing contract(s) in the last year with a minimum annual (per year) aggregate billing value of four hundred thousand dollars ($400,000.00).
- Insurance Agent Letter or Email Confirming Their Ability to Provide the Required Coverages
- JSEB Forms
- Addenda (signed and dated), if applicable