9

SUBJECT: LANDSCAPE MAINTENANCE SERVICES FOR DOWNTOWN CITY OF JACKSONVILLE RIGHTS OF WAY AND OTHER PROPERTIES (CATHEDRAL DISTRICT)

BID #: SC-0443-23 **OPEN DATE:** 9/27/2023

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – DATE OF AWARD THROUGH SEPTEMBER 30, 2024 WITH TWO (2) TWO-YEAR RENEWAL OPTIONS

AGENCY: MOWING AND LANDSCAPE MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 36 **NUMBER RECEIVED:** 4 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject ONAS Corporation for not possessing at least one of the project-specific JSEB commodity codes, as required.

A Sanctuary House of North Florida, Inc. provided a copy of their COJ business tax receipt upon request from the City. Recommend approval to waive A Sanctuary House of North Florida, Inc.'s COJ business tax receipt as a minor irregularity.

Recommend approval of award to A Sanctuary House of North Florida, Inc. as the lowest responsive, responsible bidder in the not-to-exceed award amount of $132,243.60. Period of service will be from the date of award through September 30, 2024 with two (2) two-year renewal options.

Funding for this award will be encumbered from various accounts and executed by Purchase Order(s).

ATTACHMENTS: Recommendation Memo, EBO Concurrence, Bid Tabulation, Rejection Letter, Terms & Conditions, Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: DAVE MCDANIEL, CHIEF, MOWING AND LANDSCAPE MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Mowing & Landscape Maintenance Division
609 St. Johns Bluff Road North
Jacksonville, FL 32225
(904) 255-4299
www.coj.net

ONE CITY ONE JACKSONVILLE

October 3, 2023

TO: Dustin L. Freeman, Chief
Procurement Division

THRU: Nina Sickler, P.E., Acting Director
Department of Public Works

FROM: Dave McDaniel, Chief
Mowing and Landscape Maintenance Division

SUBJECT: Recommendation to Award – Bid #SC-0443-23
A Sanctuary House of North Florida Inc
Landscape Maintenance Services for Downtown City of Jacksonville Rights of Way and Other Properties
(Cathedral District)

The Department of Public Works, Mowing and Landscape Maintenance Division has reviewed the four (4) bids received by Procurement for the referenced project and although ONAS Corporation submitted the lowest bid, they did not satisfy the minimum requirements. The second lowest bidder, A Sanctuary House of North Florida Inc, satisfied the minimum requirements and was therefore determined to be the most responsive, and responsible bid in the amount of $132,243.60. The bid has also been reviewed and approved by the EBO Office for compliance and assigned a Set-Aside JSEB goal.

Accordingly, we recommend approval of the award to A Sanctuary House of North Florida Inc in the amount of $132,243.60. The term of agreement will be from the award date through September 30, 2024.

Funding for this award will be encumbered by individual releases against the appropriate purchase order agreement, dependent on funding, the appropriate account, and fiscal year.

Please contact Jameka Smith at 255-4305 with any questions.

Attachments: Bid Tabulation Sheet
EBO Office Memorandum

cc: Tammy Duggan, Public Works Contract and Finance Manager
Russell Perry, Mowing and Landscape Contract Manager
Jim Lange, Contract Administration Coordinator

SC-0443-23 CATHEDRAL (set aside)

Checklist of minimum requirements:

A) Proof of local business tax receipt from the Duval County Local Business Tax Office

- Lowest bidder ONAS Corp
  Yes
- Second lowest A Sanctuary House
  Did not provide
- Third lowest K&J Lawn Care
  Yes

B) Contractor has to be actively engaged in the field of landscape maintenance for at least 3 out of the past 5 years

- Lowest bidder ONAS Corp
  They provided a work history but there were no dates included. Type of work they have performed is outfall ditch right of way cleaning and maintenance for COJ. Mowing, tree trimming, debris removal, hardscape work, concrete work, drainage/underdrain maintenance, and landscape replacement.
- Second lowest A Sanctuary House
  They provided a PO for a contract they had with Duval Schools for lawn services for the period 2021-2022. They did not provide any proof of experience in the type of landscape maintenance work that was required as detailed in the specifications.
- Third lowest K&J Lawn Care
  They provided proof of work experience in landscape maintenance from 2018-2023. They currently have a contract with COJ for landscape maintenance services to city ROW south area 2. Services provided are ROW mowing, trimming, edging, flowerbed maintenance, litter and debris removal.

C) Contractor must have successfully completed a minimum annual (per year) aggregate billing value of $50k on landscape maintenance contracts for at least 3 out of the past 5 years.

- Lowest bidder ONAS Corp
  No values provided for previous work or work in hand.
- Second lowest A Sanctuary House
  Values provided
- Third lowest K&J Lawn Care
  Values provided

D) Contractor must provide the name(s) and license(s) of the individual(s) or company who would be responsible for pesticide and herbicide application.

- Lowest bidder — ONAS Corp
  Did not provide.
- Second lowest — A Sanctuary House
  Yes
- Third lowest — K&J Lawn Care
  Yes

Do they satisfy the JSEB acceptable commodity code for Set Aside?

- Lowest bidder — ONAS Corp
  No. Do not have an acceptable commodity code.
- Second lowest — A Sanctuary House
  Yes. 988.36 and 988.52
- Third lowest — K&J Lawn Care
  Yes. 988.36 and 988.88

Department of Finance and Administration
Procurement Division

CITY OF JACKSONVILLE

October 12, 2023

To: Dustin L. Freeman, Chief
Procurement Division

From: Gregory Grant, EBO/JSEB Administrator GG
LaRoy Covington, Business Compliance Analyst LC
Equal Business Opportunity Office / Jacksonville Small & Emerging Business Program

Re: **SC-0443-23 Landscape Maintenance - Cathedral District**

The Equal Business Opportunity Office has reviewed the lowest bidder/proposer for compliance with the Jacksonville Small and Emerging Business (JSEB) program. Based upon the review, and the areas of certification, the lowest bidder/proposer is **A Sanctuary House of North Florida Inc.**, with a total base bid of ~~$186,343.60~~ $132,243.60 which does meet the JSEB goal of utilizing 100% JSEB.

Our review efforts are documented and available upon request. Please let us know if you have any questions or concerns. I can be reached at (904) 255-8833.

cc: David Klages
Gregory Grant

BID TABULATION
SUMMARY

Title:	Landscape Maintenance Services for Downtown City of Jacksonville Rights of Way and Other Properties (Cathedral District)	**A Sanctuary House of North Florida, Inc.**	**K and J Lawn Care, LLC**	**ONAS Corporation**	**Total Lawn Solutions**
Bid No.:	SC-0443-23				
Close Date:	September 27, 2023				
Analyst:	David Klages				
No. Invited:	(36) **No. Received:** (4) **Other:** (2)				
Announcer:					
Recorded By:					
	Part A Base Bid:	**$132,243.60**	**$158,993.60**	**Non-Responsive**	**$167,319.13**
	Part B Base Bid:	**$54,100.00**	**$146,908.00**	**Non-Responsive**	**$33,410.00**
	Alternate #1:	**$109,310.60**	**$140,164.40**	**Non-Responsive**	**$136,475.45**
	Alternate #2:	**$86,377.60**	**$112,644.80**	**Non-Responsive**	**$111,788.44**
	Signed Bid Form:	Yes	Yes	Yes	Yes
	Bid Proposal Form - Revised per Addendum 2:	Yes	Yes	Yes	Yes
	Conflict of Interest Certificate:	Yes	Yes	Yes	Yes
	Addenda 1 - 3:	Yes	Yes	Yes	Yes

ONAS Corporation is Non-Responsive for not meeting the project-specific minimum requirements.

BID PROPOSAL FORM
SC-0443-23 LANDSCAPE MAINTENANCE SERVICES – CATHEDRAL DISTRICT
REVISED PER ADDENDUM 2

PART A BASE BID

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
1	Serviceable Area	24.14	Acre	$95.00	$ 2,293.30	52	$ 119,251.60
2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
3	Disposal Fees (Old Kings Rd.Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
4	Disposal Fees (White Goods)	2	Ton	$20.00	$40.00	20	$800.00
5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$ 80.00	$ 80.00	12	$ 960.00
7	Irrigation Inspections(price to reflect 46.11 B)	20	Zone	$ 35.00	$ 700.00	12	$ 8,400.00
						Total Part A Base Bid:	$ 132,243.60

PART B BASE BID

Plant Item #	Description	Unit	Qty.	Unit Price	Total Price
B1.1	Live Oak, 3" Caliper, 12'Ht. x 5' Spread Each 30	Each	30	$ 20.00	$ 600.00
B1.2	Eagleston Holly, 10'Ht. x 4' Spread, Full to Ground	Each	15	$ 400.00	$ 6,000.00
B1.3	3 gal. Shrub - Walters Viburnum, Ilex vomitoria, Sweet Viburnum, Parsons Juniper, Loropetalum - 15" Ht. x 15" Spread, Full plant	Each	100	$ 40.00	$ 4,000.00
B1.4	1 gal. Groundcover – Liriope 'Emerald Goddess', Asiatic Jasmine, Blue Pacific Juniper, Flaxlily - 12" Ht. x 8" Spread, Full plant	Each	200	$ 30.00	$ 6,000.00
B1.5	Turfgrass Installation – St. Augustine 'Floratam' (Min. amount per request will be 1,000 SF)	1,000 SF	20	$1200.00	$ 24,000.00
B1.6	Turfgrass Installation – Bahia 'Argentine' (Min. amount per request will be 1,000 SF)	1,000 SF	15	$ 350.00	$ 5,250.00
B1.7	Turfgrass Installation – Common Bermuda (Min. amount per request will be 1,000 SF)	1,000 SF	10	$ 825.00	$ 8,250.00
					Total Part B Base Bid: $ 54,100.00

ALTERNATE #1

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
A1.1	Serviceable Area	24.14	Acre	$ 95.00	$ 2,293.00	42	$ 96,306.00
A1.2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
A1.3	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
A1.4	Disposal Fees (White Goods) 2 Ton	2	Ton	$20.00	$40.00	20	$800.00
A1.5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
A1.6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$ 80.00	$ 80.00	12	$ 960.00
A1.7	Irrigation Inspections (price to reflect 46.11 B)	20	Zones	$ 35.00	$ 700.00	12	$ 8,400.00
						Total Alternate #1:	$ ~~109,298.00~~

$109,310.60 DK

ALTERNATE #2

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
A2.1	Serviceable Area	24.14	Acre	$ 95.00	$ 2,293.00	32	$ 73,376.00
A2.2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
A2.3	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
A2.4	Disposal Fees (White Goods)	2	Ton	$20.00	$40.00	20	$800.00
A2.5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
A2.6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$ 80.00	$ 80.00	12	$ 960.00
A2.7	Irrigation Inspections (price to reflect 46.11 B)	20	Zones	$ 35.00	$ 700.00	12	$ 8,400.00
						Total Alternate #2:	$ ~~86,368.00~~

$86,377.60 DK

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

BID PROPOSAL FORM
SC-0443-23 LANDSCAPE MAINTENANCE SERVICES – CATHEDRAL DISTRICT
REVISED PER ADDENDUM 2

PART A BASE BID

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
1	Serviceable Area	24.14	Acre	$ 120.00	$ 2,896.80	52	$ 150,633.60
2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
3	Disposal Fees (Old Kings Rd.Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
4	Disposal Fees (White Goods)	2	Ton	$20.00	$40.00	20	$800.00
5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$ 79.00	$ 79.00	12	$ 948.00
7	Irrigation Inspections(price to reflect 46.11 B)	20	Zone	$ 15.75	$ 15.75	12	$ 3,780.00
						Total Part A Base Bid:	$ 158,993.60

PART B BASE BID

Plant Item #	Description	Unit	Qty.	Unit Price	Total Price
B1.1	Live Oak, 3" Caliper, 12'Ht. x 5' Spread Each 30	Each	30	$1,825.00	$ 54,750.00
B1.2	Eagleston Holly, 10'Ht. x 4' Spread, Full to Ground	Each	15	$1,298.00	$ 19,470.00
B1.3	3 gal. Shrub - Walters Viburnum, Ilex vomitoria, Sweet Viburnum, Parsons Juniper, Loropetalum - 15" Ht. x 15" Spread, Full plant	Each	100	$ 31.86	$ 3,186.00
B1.4	1 gal. Groundcover – Liriope 'Emerald Goddess', Asiatic Jasmine, Blue Pacific Juniper, Flaxlily - 12" Ht. x 8" Spread, Full plant	Each	200	$ 20.06	$ 4,012.00
B1.5	Turfgrass Installation – St. Augustine 'Floratam' (Min. amount per request will be 1,000 SF)	1,000 SF	20	$1,475.00	$ 29,500.00
B1.6	Turfgrass Installation – Bahia 'Argentine' (Min. amount per request will be 1,000 SF)	1,000 SF	15	$1416.00	$ 21,240.00
B1.7	Turfgrass Installation – Common Bermuda (Min. amount per request will be 1,000 SF)	1,000 SF	10	$1,475.00	$ 14,750.00
					Total Part B Base Bid: $ 146,908.00

ALTERNATE #1

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
A1.1	Serviceable Area	24.14	Acre	$ 130.00	$ 3,138.20	42	$ 131,804.40
A1.2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
A1.3	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
A1.4	Disposal Fees (White Goods) 2 Ton	2	Ton	$20.00	$40.00	20	$800.00
A1.5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
A1.6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$ 79.00	$ 79.00	12	$ 948.00
A1.7	Irrigation Inspections (price to reflect 46.11 B)	20	Zones	$ 15.75	$ 15.75	12	$ 3,780.00
						Total Alternate #1:	$ 140,164.40

ALTERNATE #2

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
A2.1	Serviceable Area	24.14	Acre	$ 135.00	$ 3,259.50	32	$ 104,284.80
A2.2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
A2.3	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
A2.4	Disposal Fees (White Goods)	2	Ton	$20.00	$40.00	20	$800.00
A2.5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
A2.6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$ 79.00	$ 79.00	12	$ 948.00
A2.7	Irrigation Inspections (price to reflect 46.11 B)	20	Zones	$ 15.75	$ 15.75	12	$ 3,780.00
						Total Alternate #2:	$ 112,644.80

Company Name: K and J Lawn Care

BID PROPOSAL FORM
SC-0443-23 LANDSCAPE MAINTENANCE SERVICES – CATHEDRAL DISTRICT
REVISED PER ADDENDUM 2

PART A BASE BID

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
1	Serviceable Area	24.14	Acre	$127.77	$3,084.37	52	$160,387.13
2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
3	Disposal Fees (Old Kings Rd.Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
4	Disposal Fees (White Goods)	2	Ton	$20.00	$40.00	20	$800.00
5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$75.00	$75.00	12	$900.00
7	Irrigation Inspections(price to reflect 46.11 B)	20	Zone	$10.00	$400.00	12	$4,800.00
						Total Part A Base Bid:	$167,319.13

PART B BASE BID

Plant Item #	Description	Unit	Qty.	Unit Price	Total Price
B1.1	Live Oak, 3" Caliper, 12'Ht. x 5' Spread Each 30	Each	30	$200	$6,000.00
B1.2	Eagleston Holly, 10'Ht. x 4' Spread, Full to Ground	Each	15	$400.00	$6,000.00
B1.3	3 gal. Shrub - Walters Viburnum, Ilex vomitoria, Sweet Viburnum, Parsons Juniper, Loropetalum - 15" Ht. x 15" Spread, Full plant	Each	100	$5.00	$500.00
B1.4	1 gal. Groundcover – Liriope 'Emerald Goddess', Asiatic Jasmine, Blue Pacific Juniper, Flaxlily - 12" Ht. x 8" Spread, Full plant	Each	200	$2.90	$580.00
B1.5	Turfgrass Installation – St. Augustine 'Floratam' (Min. amount per request will be 1,000 SF)	1,000 SF	20	$472.50	$9,450.00
B1.6	Turfgrass Installation – Bahia 'Argentine' (Min. amount per request will be 1,000 SF)	1,000 SF	15	$342.00	$5,130.00
B1.7	Turfgrass Installation – Common Bermuda (Min. amount per request will be 1,000 SF)	1,000 SF	10	$575.00	$5750.00
				Total Part B Base Bid:	$33,410.00

ALTERNATE #1

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
A1.1	Serviceable Area	24.14	Acre	$127.77	$3,084.37	42	$129,543.45
A1.2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
A1.3	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
A1.4	Disposal Fees (White Goods) 2 Ton	2	Ton	$20.00	$40.00	20	$800.00
A1.5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
A1.6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$75.00	$75.00	12	$900.00
A1.7	Irrigation Inspections (price to reflect 46.11 B)	20	Zones	$10.00	$200.00	12	$2,400.00
						Total Alternate #1:	$136,475.45

ALTERNATE #2

Item #	Description	Qty.	Unit	Unit Price	Price / Visit	Total Visits	Total Price
A2.1	Serviceable Area	24.14	Acre	$135.74	$3,276.76	32	$104,856.44
A2.2	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	6	$810.00
A2.3	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$56.00	$168.00	6	$1,008.00
A2.4	Disposal Fees (White Goods)	2	Ton	$20.00	$40.00	20	$800.00
A2.5	Disposal Fees (Tires)	3	Ton	$169.00	$507.00	2	$1,014.00
A2.6	Irrigation Repairs (price to reflect 46.11 F)	1	Hourly	$75.00	$75.00	12	$900.00
A2.7	Irrigation Inspections (price to reflect 46.11 B)	20	Zones	$10.00	$200.00	12	$2400.00
						Total Alternate #2:	$111,788.44

Company Name: Total Lawn Solutions

Klages, David

From:	Klages, David
Sent:	Monday, October 16, 2023 11:46 AM
To:	Bandele Onasanya
Subject:	Bid Rejection for Letters Landscape Maintenance Services for Downtown City of Jacksonville Rights of Way and Other Properties (SC-0418-23, SC-0420-23, and SC-0443-23)
Attachments:	SC-0418-23 - Bid Rejection - ONAS Corporation.pdf; SC-0420-23 - Bid Rejection - ONAS Corporation.pdf; SC-0443-23 - Bid Rejection - ONAS Corporation.pdf

Mr. Onasanya:
Please see the attached bid rejection letters for:

- **SC-0418-23 Landscape Maintenance Services for Downtown City of Jacksonville Rights of Way and Other Properties (LaVilla District)**
- **SC-0420-23 Landscape Maintenance Services for Downtown City of Jacksonville Rights of Way and Other Properties (North Core District)**
- **SC-0443-23 Landscape Maintenance Services for Downtown City of Jacksonville Rights of Way and Other Properties (Cathedral District)**

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

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)

CITY OF JACKSONVILLE

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: October 16, 2023

Via Email: bandele@onascorporatuion.com

Company Name: ONAS Corporation

Address: 2050 University Boulevard N., Jacksonville, FL 32211

Contact Name: Bandele Onasanya

Bid No: SC-0443-23

Title: Landscape Maintenance Services for Downtown City of Jacksonville Rights of Way and Other Properties (Cathedral District)

Date Opened: September 27, 2023

Reason for Recommended Bid Rejection: For being non-responsive; specifically, for not possessing at least one of the project-specific JSEB commodity codes, as required.

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 General Government Awards Committee scheduled for Thursday, October 19, 2023

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

EQUAL BUSINESS OPPORTUNITY PROGRAM
PROJECT GOALS PLANS
ENCOURAGEMENT/PARTICIPATION/SET-ASIDE

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code.

In-addition the JSEB must have the following Commodity Codes AT THE TIME OF BID OPENING to qualify for Participation, Set-Aside, and Encouragement Projects.

QUALIFYING COMMODITY CODES: 912.37, 934.37, 988.52, 988.36, 988.88

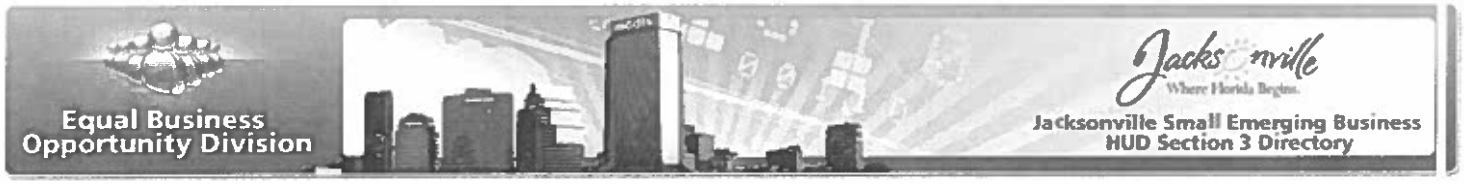
All designations (to include Encouragement) the bidder/proposer must adhere to the following process:

- **The bidder/proposer shall provide interested JSEB's with timely (at a minimum 1 week notice prior to bid submission) adequate information about the plans, specifications, and other such requirements of the bid documents to facilitate a prepared and adequate response/quote.**
- **The bidder/proposer must follow up the initial solicitation with the EBO office. Note: JSEB vendor must provide pricing (based on scope of work provided by bidder/proposer) and not a price or percentage "given" by the bidder/proposer.**
- **Identify a portion of work available to JSEB's using the Letter of Intent and attach the Scope of work to be provided for each vendor.**
- **Bidder proposer can call the EBO office to obtain the list of JSEB'S that are ready, willing, and able. The JSEB office has 48 hours to provide the requested list. Prime contractors can also access the list of JSEB through 1Cloud and the JSEB webpage under the JSEB directory. If you have difficulty securing JSEBs to meet the requirements you should contact the EBO/JSEB Program.**
- **In the event that a bidder/proposer must submit alternate pricing and if affects the JSEB goal there must be a scope of work provided to the JSEB and the scope as well as the alternate pricing must be submitted with the bid documentation.**

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section I.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.



Equal Business Opportunity Office - Certified JSEB Vendors

Vendor Information

Name: ONAS Corporation
DBA:
Address: 2050 University Boulevard North
Jacksonville, Fl 32211

Contact Information

Contact: Onasanya, Bandele
Phone: (904) 745-0508
FAX: (904) 745-1318

Equal Business Opportunity Information

Original Certification Date: 8/18/2023
Current Certification Expiration: 8/3/2025

Commodity

909.76 Site Work (Incl. Site Clean-Up)

910.01 Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair (Including Panel Wall Systems)

910.54 Painting, Maintenance and Repair Services (Including Caulking)

910.75 Wall and Ceiling Repair and Replacement (Including Drywalling)

912.19 Clearing and Grubbing Services

912.23 Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.)

912.40 Demolition Services

912.76 Striping Streets, Parking Facilities, Lane Divisions, etc. (Paint)

913.27 Construction, Highway and Road

913.45 Construction, Sewer and Storm Drain

913.47 Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps)

913.50 Construction, Street (Major and Residential)(Includes Reconstruction)

913.94 Paving/Resurfacing, Alley and Parking Lot

913.95 Paving/Resurfacing, Highway and Road

913.96 Paving/Resurfacing, Street (Major and Residential)

914.30 Concrete

914.55 Masonry

914.58 Metal Work

914.61 Painting and Wallpapering

Notice:
The Equal Business Opportunity Office has made a determination that the entities shown herein are certified as Jacksonville Small Emerging Business (JSEB), based solely on their own representation of owner and licenses. You are encouraged to exercise due diligence and ascertain,

TERMS AND CONDITIONS

LANDSCAPE MAINTENANCE SERVICES FOR DOWNTOWN CITY OF JACKSONVILLE RIGHTS OF WAY AND OTHER PROPERTIES (CATHEDRAL DISTRICT)

1. **SCOPE**
The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source 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 Downtown City of Jacksonville Rights of Way and Other Properties (Cathedral District)** as listed in the bid documents.

2. **AWARD**
Award will be **ALL OR NONE** to the lowest responsive, responsible bidder. 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.

3. **TERM OF AGREEMENT**
The term of this agreement will be from the date of award through September 30, 2024 with two (2) two-year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

4. **MINIMUM REQUIREMENTS**
Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

   a. 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.

   b. Contractor shall be an individual, company, partnership, or corporation which has been actively engaged in the field of landscape maintenance for at least three (3) out of the past (5) years prior to the response date of this ITB.

   c. Contractor must have successfully completed a minimum annual (per year) aggregate billing value of $50,000.00 on landscape maintenance contracts for at least three (3) out of the past five (5) years. All work billed shall be for landscape maintenance services only. Contractor must provide a list of project names, locations, scope of services performed, total contract award amounts, annual amounts billed over the duration of the contract, contract start and end dates, and contactable references who can verify the information provided as part of their response. Failure to provide all documentation identified in this requirement may result in the Contractor being unresponsive.

   d. Contractor must provide the name(s) and license(s) of the individual(s) or company who would be responsible for pesticide and herbicide application. Resumés of said individual(s) or company shall be included as part of the submittal.

5. **MANDATORY PRE-BID CONFERENCE**
A mandatory pre-bid meeting will be held on **September 13, 2023** at **10:00 a.m.** in the Ed Ball Building, 214 N. Hogan Street, Room 825 (8th floor), Jacksonville, FL 32202. Only attendees of the pre-bid conference will be eligible to submit a response to this solicitation.

6. **STATE CONTRACTS**
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **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.

8. **DELIVERY**
N/A.

9. **ESCALATION/DE-ESCALATION**
All pricing submitted shall remain firm for the first year of the initial contract period. After the first year of the contract term, a supplier 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 City reserves the right to decline any price increase request.

10. **PRICES**
All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. **PICK UP AND RETURNS**
N/A.

12. **COMPLIANCE WITH SPECIFICATIONS**
The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. **INVOICING**
Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. **INSURANCE/INDEMNIFICATION**
Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. **REPORTING**
The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. **SUPPLIER ACCESSIBILITY**
The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

1.0 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 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.

D. Serviceable Area: The maintenance work areas which constitute the limits of the Contractor's responsibility under this Agreement, which the Contractor shall perform all work required to meet or exceed the maintenance criteria established within this ITB.

2.0 Scope

Work covered by these specifications consists of furnishing all equipment, labor, materials and performing all operations necessary for the routine maintenance of City owned or maintained parcels, rights of way and landscape areas. Maintenance work to include, but not limited to the following:

A. Initial Litter and Debris Removal

B. Mowing

C. Trimming

D. Edging

E. Plant Bed Maintenance

F. Insect, Disease and Weed Control in Turf and Planting Beds

G. Plant Replacement

H. Mulching

I. Irrigation Repairs and Inspections

J. New Plant Installation

K. Clean-Up After Maintenance Operations

3.0 Intent of Specifications

The intent of the specifications is to describe the potential maintenance operations necessary to achieve a clean and neat appearance throughout the Serviceable Areas of this Agreement. 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. Contractor is responsible for scheduling and completing work operations to meet or exceed the maintenance criteria established within the ITB.

4.0 Intent of Agreement

A. Work will be performed within the City of Jacksonville, Florida owned or maintained areas, as described in the Serviceable Area map, see Appendix A.

B. Contractor must have a local office within Duval County or within the abutting counties of Nassau, Baker, Clay, or St. Johns before the execution of the Award. Contractors are not required to have a local office in order to respond to this ITB; however, the selected Contractor will be required to open a local office before the date of Award.

5.0 Serviceable Areas

A. Limits of work are identified in Appendix 'A', titled "Brooklyn - Serviceable Area Map".

B. Work to be performed within City rights of way, City owned parcels, Florida Department of Transportation (FDOT) rights of ways, landscape areas, paved and unpaved pedestrian areas and along the roadside curb and gutter, specifically excluding roadway travel lane surfaces.

C. The City may add or delete work areas during the life of the Agreement, depending on the needs of the City. Such adjustments shall be by Change Order, using unit prices established in the Proposal, unless the unit prices have been modified by the City in accordance with the Unit Price Adjustment Section of the Special Conditions which shall be utilized to add or delete work areas from this Agreement.

6.0 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.

7.0 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 maintenance and for the supervision of its employees and subcontractors while performing work under this Agreement. The Contractor is responsible for supervising their work force and be responsible for acts or omissions of their subcontractor's or supplier's.

8.0 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 these award documents.

9.0 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 work force 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.

10.0 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 these specifications throughout the life of this Agreement. If the selected Contractor cannot meet these requirements, the City will award the work to the next highest qualified Bidder.

B. The Contractor shall submit to the Contract Manager a Certificate of Insurance for itself and each subcontractor within ten (10) days after receiving notice of award. Include the bid number on each Certificate. Work shall not commence until all required Certificates have been reviewed and approved by the City.

11.0 Work Hours

A. In general, 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 500 feet.

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 by written permission of the Contract Manager.

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

12.0 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.

13.0 Provisions for Convenience of Public

A. The Contractor shall schedule operations to minimize inconvenience to adjacent businesses, residents, 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.

14.0 Maintenance of Traffic (MOT)

A. 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 3 days 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.

B. 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.

C. Traffic flow must be maintained at all times. 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.

D. 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. Since the bid items are not time dependent, the Contractor shall include the estimated cost of MOT in each bid price based upon the Contractor's anticipated average maintenance operations duration. No additional payment will be authorized for Contractor's delays or for maintenance operations that extend beyond the Contractor's initial anticipated duration, unless approved by the Contract Manager.

E. 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.

15.0 Responsibility For Damages and Preservation of Property

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. 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 case of damage.

B. 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. Repair damage to City improvements in accordance with current City Standards as may be applicable. Replace or repair all damaged traffic signs in accordance with the Manual of Uniform Traffic Control Devises (MUTCD).

C. Before doing any repair work, obtain written authorization from the Contract Manager to make such repairs. 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.

D. 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.

E. The City reserves the right to repair the Contractor's damage to roadway improvements, such as traffic signals, street lights, traffic signs, guardrails, and other delineators. If the City repairs the damage caused by the Contractor, then the City's cost to repair roadway signs, guardrails, delineators, and any other appurtenance, public or private, will be determined by the total cost of materials, labor, and equipment incurred by the City for the repair.

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

G. 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.

16.0 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 by these specifications.

B. Contractor to provide materials such as but not limited to barricades, signage, flagging to include personnel as required to ensure safe work operations, at no additional expense to the City.

17.0 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, 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.

18.0 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, immediately notify the Contract Manager to coordinate work around the obstructed area. If the Contractor is unable to provide the scheduled landscape maintenance services in the obstructed area during that maintenance cycle, then the acreage of the obstructed area will be deducted from the total acreage of the site. The revised acreage will be the basis of payment for that maintenance cycle. The Contractor will not be entitled to compensation for the work that was deleted or delayed because of such an obstruction

19.0 Permits and Fees

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

B. Contractor is responsible for purchasing a parking permit from the Office of Public Parking, telephone (904) 630-1399, email parking@coj.net. The cost of a parking permit shall be included in the Serviceable Area unit price established in the Bid Proposal.

20.0 Notifications

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. Begin work only after utilities have been located.

21.0 Work on Private Property

A. No work shall be performed under the provisions of these specifications 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 and 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 maintenance operations and reduce conflicts with adjacent property owner's maintenance.

22.0 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 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 the 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.

23.0 Erosion Control

A. Take suitable precautions during mowing operations to prevent soil erosion onto adjacent properties and roadways and to prevent the erosion and siltation of waterways.

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.

24.0 Assignment of Work to Others

A. If the Contractor has fallen behind schedule by ten (10) work days or more, or has failed inspections on the same work area more than two (2) times in a one (1) year period, the Contract Manager reserves the right to deduct the unfinished work from the Contractor's work cycle and assign the unfinished work to another Contractor, if the Contract Manager determines that the work reassignment will be in the City's best interest. At such time, the Contract Manager shall provide written notification to the Contractor, by email or other acceptable format, that the work has been assigned to another Contractor. Upon the Contractor's receipt of this notification, they shall delete the referenced work sites from their schedule for that workcycle.

B. Should this option be utilized, the Contractor shall pay the additional costs incurred by the City to complete the unfinished work.

C. The assignment of work to others by the City may be made without declaring the Contractor in default of this Agreement.

D. If the Contractor's performance is consistently below the standards established in the award documents, the City may declare the Contractor in default. The City may then contact the next lowest and qualified bidder in an attempt to execute a new agreement, utilizing their unit prices. Should the City not be able to come to agreement with the next lowest and qualified bidder, the City reserves the right to contact the third lowest bidder, in an attempt to execute a new agreement, utilizing their unit prices. Should the Agreement be reassigned to a new Contractor, the complete award documents requirements will be the responsibility of the new Contractor.

25.0 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; refuses to perform newly assigned work; 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 or not the Award time is stipulated in working days.

B. 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.

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 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 expense exceeds the sum due the Contractor at the time of the default, the Contractor will be liable for the difference and shall pay to the City the balance due.

D. 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 as a result 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.

26.0 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.

27.0 Unit Price Adjustment

A. The initial Award period is three (3) years, Award may be extended for one (1) year by mutual agreement of both parties. Submitted bid prices for services shall remain firm against any increase for a period of one (1) calendar year from the date of Award.

B. The Contractor may submit a written request to increase the unit prices before each Award renewal if the request is received by certified letter at least 30 days before the completion of the previous two-year Award 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 percentage change for the month that falls 4 months prior to the renewal date, using the Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO) each year of the previous two years, compounded annually. If the City agrees to a price increase, the new Unit Prices will be determined by using the current Unit Prices in place at time of renewal and adjusting them by the amount of the agreed upon increase percentage. (Example: if renewal is June 15th CPI for the month of February will be utilized) The City reserves the right to decline any price increase request.

D. If the City agrees to the requested price increases, the new adjusted Unit Prices will be calculated using the Unit Prices of the original Agreement or Agreement renewal and adjusting them by the amount of the submitted CPI.

28.0 Estimated Quantities

A. This Agreement 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. Serviceable Areas may be reduced or eliminated due to budgetary allocations. 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 the Proposal have been established to assist the Contractor in deriving Unit Prices for the work which may or may not be requested during the extent of this Agreement. The City reserves the right to decrease or increase quantities with no change in the Unit Price established in the Proposal unless the unit prices have been modified by the Contract Manager in accordance with Price Adjustment section of these Special Conditions.

C. When the Contract Manager adds or deletes work covered by this Agreement, the change will be issued in the form of a written Change Order. The City is not responsible for any cost incurred by the Contractor due to adjustment or elimination of maintenance unit quantities.

29.0 Limitations of Equipment Operations

A. 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 flagman and warning devices in accordance with the Maintenance of Traffic section in these Special Conditions.

B. Plan operations so that bridge crossings are kept to a minimum. When it becomes necessary for equipment to cross bridges, take extreme care. Cross 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. 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. Do not park on street sidewalks or on paved or unpaved trails and walks. At no time shall employee's 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. Service vehicles will be allowed in work areas only to service, repair, or remove inoperable equipment. No supply vehicles shall enter medians for any purpose. Service vehicle shall only enter the median to repair or remove inoperable equipment and then only when such repair or removal necessitates a service vehicle.

30.0 Tools and Equipment

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

B. 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 employee's personal vehicles be parked on or adjacent to the work sites.

C. 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. Regularly sharpen and replace mower and edger blades, including bed knives and reels of reel mowers, so that grass is cut sharply without ripping.

D. Clean mower decks after each mowing to remove grass clippings and weed seeds.

E. The Contract Manager may inspect tools and equipment during performance of work to verify that 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, 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. Poor equipment or equipment failure is not a valid reason for production delays.

F. 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. Provide 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.

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

31.0 Application of Chemicals

A. Apply fertilizer and pesticides strictly in accordance with the pest control regulations of the State of Florida and EPA. 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 ofchemicals.

C. Apply fertilizer and pesticides strictly in accordance with the manufacturer's label for each chemical used. If requested, 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. Submit copy of each applicator certification.

32.0 Codes and Standards

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

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

33.0 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. Always maintain safety devises in proper working order.

B. The Contract Manager must inspect and approve the equipment before it can be used under this Agreement. 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 operation.

34.0 Issuance of Purchase Order and Notice to Proceed

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

35.0 Work Schedules

A. At the Pre-construction Conference, the Contractor shall submit "Work Schedules" for each Serviceable Area, using the generated report from the City mowing database (Cartegraph), 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 award documents. This schedule will be uploaded into the City 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 an Excel spread sheet which will show the name of each site with site numbers 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. Make adjustments to the Work Schedules as requested by the Contract Manager and resubmit for review and approval.

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.

The work at each site will be performed at the frequency stated in the Work Schedule, unless otherwise directed by the Contract Manager. 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.

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. The maintenance of all sites for each work area must be completed by the end of each scheduled monthly maintenance cycle. Enter completed sites for the day that evening or no later than the next morning into the City's database. If any sites are incorrectly entered notify the Contract Manager for correction.

By 8:00 a.m. each work day, provide the Contract Manager and all PWML Inspectors, via fax or email, with: (1), a list of sites where work had been completed the previous work day; and (2) the schedule of sites to be serviced during the current work day. Include the name and location of each site, task and asset number, and if a vacant lot, the Real Estate Number.

B. Once work begins on a work site, diligently pursue work until all tasks are completed (litter, mowing, edging line trimming blowing and or bed maintenance, etc.) before moving to the next scheduled site, unless otherwise directed by the Contract Manager.

36.0 <u>Invoices and Payments</u>

A. Submit by the seventh (7) day of the month, one (1) invoice for services rendered during the previous month. Include an Excel spreadsheet for each group of sites showing the following: purchase order number, real estate number(s), completed task number, street address, date of service, Cartegraph asset number unit measure, unit cost, extended totals, and grand total amount. Additionally, include a report generated from the PWML Cartegraph database showing all individual sites with units acreage for each type of maintenance services, along with service dates and site numbers for each work area.

B. The Contract Manager will pay the Contractor on a monthly basis after the work on all Serviceable Areas scheduled for each monthly cycle have been completed and accepted by the Contract Manager. The City will not process payment until the entire group of work areas scheduled for the previous month are completed for the previous monthly cycle; no partial payments will be allowed. Payment will be based on the Contractor's unit price multiplied by total units completed to the nearest 2 decimals (00.00).

C. Disposal Fees: Provide a separate invoice for the cost of disposal fees incurred for litter and debris disposal and illegally dumped items generated by operations during the previous month. The Unit Prices for Disposal Fees shown in the Proposal 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 particular 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. 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 the , PO. No._____, during the month of_____, 20___."

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

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

37.0 Withholding Payment for Unsatisfactory or Incomplete Work 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.

38.0 Late Penalty

The City shall charge the Contractor a late penalty of fifty dollars ($50.00) for each work day the Contractor's work is not completed within the maximum time frame allowed for each 30 day cycle and for each list of sites. Such penalty shall be deducted from the Contractor's invoice covering all work for that cycle. Ordinary delays such as inclement 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 work in each 30-day cycle. The only justifiable delays that will be considered are during periods when the Contract Manager suspends work at all work areas on a particular list, or when a natural disaster is declared by the local governmentalauthority.

39.0 Partial Payment

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 work areas on a particular list, or when a natural disaster is declared by the local governmental authority.

40.0 Utilization of Subcontractors

A. The Contractor shall utilize its own employees to perform the maintenance services required under this Agreement for a minimum of 25% of the monthly invoice amount. The Contractor may utilize subcontractors to perform a maximum of 75% of any monthly invoice amount, as needed to meet the Agreement requirements. The percentage amount for subcontractor utilization shall be noted on each monthly invoice.

B. The Contractor shall be responsible for supervising its work force and be responsible for acts or omissions of their subcontractor's or supplier's. The performance of any subcontractor's work under this Agreement is the responsibility of the Contractor.

41.0 Discovery of Unmarked Human Burial Site

If an unmarked human burial site should be discovered, immediately cease all activities that may disturb the site and then notify the Duval County Medical Examiner and the Contract Manager of burial site's location. Do not resume work until specifically authorized by the District Medical Examiner or the State Archeologist.

42.0 Photographic Record

A. If requested, the Contractor to provide a "before and after" photographic record of each work area site, during each maintenance cycle, unless the Contract Manager waives the photographic record requirement for a particular site. Photograph the site immediately before beginning work and immediately after the work is completed. Take sufficient photographs to show the entire maintenance area. Take each set of "before and after" photographs from the same location, angle, and magnification. Incorporate a common landmark in each photo where possible. For Trail Clearing, only representative before and after photos will be required.

B. 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. Provide one such camera to each work crew. Review each photo in the display screen to insure proper exposure, sharp focus, and a complete image of the required content; retake, if necessary. Print the photo with the time and date stamp shown on the image.

C. Label each photograph noting if a "before" or "after" photo, the street address, and/or RE number. Show each pair of "before" and "after" 5" x 7" photographs on one 8½" x 11" page.

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

43.0 Inspections and Acceptance of the Work

A. The Contract Manager and /or PWML Inspector shall inspect the landscape maintenance operation at each work area within seven (7) days of the Contractor's written notification that the work is complete. The Contract Manager will provide written notification to the Contractor if the work is acceptable or unacceptable.

B. If the Contract Manager determines that the work is not in conformance with the specifications, and therefore not acceptable, the Contractor shall have 2 days after notification to correct the deficiencies identified by the Contract Manager. The contractor is to notify the inspector via email though the City's database with attached digital dated photos of the corrections. Failure to attach digital dated photos could result in a Reinspection Fee

44.0 Reinspection Fee

A. The City may impose a twenty-five dollar ($25.00) reinspection fee each time the Contract Manager or the PWML Inspector visits a work area to conduct a reinspection of previously rejected work which was not in conformance with the specifications.

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

45.0 Work Cycles

The work specified in the award documents for the Serviceable Area sites shown in Appendix 'A' shall be performed in its entirety during each work cycle before beginning another work cycle. The following work schedules are provided as a guideline to assist the Contractor in preparing a Bid and should be followed as closely as possible. However, additional service visits may be required, because of excessive growth or a special event. If an additional service visit is requested by the City, the Contractor will perform the work at the unit price established in the proposal. The City reserves the right to increase or decrease work cycles as needed.

A. Work Schedule for Work Areas on 52 cycles a year – **Base Bid**

52 WORK CYCLES PER YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4	4	4	5	5	4	5	5	4	4	4	4

B. Work Schedule for Work Areas on 42 cycles a year – **Bid Alternate #1**

42 WORK CYCLES PER YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2	2	4	4	4	4	4	4	4	4	4	2

C. Work Schedule for Work Areas on 32 cycles a year – **Bid Alternate #2**

32 WORK CYCLES PER YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2	2	2	3	3	3	3	3	3	3	3	2

46.0 Description of Landscape Maintenance Operations - General

A. The landscape maintenance operations to be performed at each Serviceable Area are listed in Appendix 'A'. Landscape maintenance operations shall include as applicable the entire City owned right-of-way, median or property for each Serviceable Area. Work may include but not limited to litter and debris removal, turf mowing, edging, grass trimming, general weeding, bed maintenance, and removal of debris generated by the work.

B. All landscape maintenance operations that occur on Florida Department of Transportation (FDOT) rights-of-way shall follow the recommendations of the current edition of "A Guide to Roadside Vegetation Management" published by FDOT as well as these specifications. Contractor shall immediately consult with the Contract Manager to resolve any conflicts between the two documents.

C. The quantities shown for each area in Appendix 'A' are estimates and are subject to modification, increased or decreased by the Contract Manager, if quantities are found to be incorrect after additional review by the Contract Manager and the Contractor.

D. Per Section 52.0, 90-Day Initial Landscape Maintenance Period, the Contractor shall include any additional maintenance services, materials and personnel required to be completed on any Serviceable Area incorporated into the Contractor's unit bid prices. The City shall not be responsible for any additional expenses which may be incurred by the Contractor in providing the services to meet the 90-Day Initial Landscape Maintenance Period requirements.

46.1. Initial Litter and Debris Removal

A. Prior to performing any mowing activities, remove litter and debris from within all landscape maintenance areas, to include planting beds. Tearing, ripping or scattering the litter by mowing operations is not allowed.

B. Debris is considered to be items which can be safely picked up by two men and loaded into a flatbed truck.

C. Litter and Debris to be removed includes, but not limited to the following:

1. Man-made items such as bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, 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 work areas.

2. Fallen trees, palm fronds, flower stalks, limbs, branches, brush, fallen leaves, and other plant debris. The intent is not the removal of all fallen vegetation but to remove the vegetation where it causes an unsightly condition or unsafe nuisance. Remove fallen limbs, hanging branches and trees lying on the ground which have a 4-inch diameter or less at the base of the limb. Also, remove any tree or palm which creates an unsafe condition which have a 4-inch diameter or less at the base of the trunk measured 4-1/2 feet above the ground. Contractor shall notify the Contract Manager and receive approval prior to removing any trees. 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.

3. Tire Removal: Remove individual tires and pieces of tires. For transport of 9 waste tires or more, 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 Agreement. The WTTL requires an application fee of $100 and the posting of a $25,000 bond. Contact the Waste Tire Enforcement

Officers at 904-255-7518, 904-255-7519 or 904-255-7501 to request a registration packet for the WTTL. Remove tires and pieces from work areas and dispose at a legal landfill or recycle facility which will accept tires.

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

D. The cost of Litter and Debris Removal shall be included in the Serviceable Area unit price established in the Bid Proposal.

46.2. Mowing

A. Use a commercial grade, high production mowing equipment to mow all turfgrass areas at each Work Area. Turfgrass areas are defined as vegetated areas regularly mowed. Vegetation in turfgrass may include turfgrass, vines, weeds and small trees and shrubs with stem diameters of up to two (2) inches measured six inches above the ground. Such vegetation may be dead or alive.

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

C. Mow and maintain turfgrass to the height recommended by the County Agent for the predominate grass species found at each site - typically between 2 to 3 inches, but no higher than 4 inches. Set minimum height of cut to prevent scalping of turf and injury to root systems.

D. 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 and in wet detention areas. Use extreme care to avoid damage to the trunks of existing trees and plants.

E. Where fences or walls exist bordering or within the site, mow within six (6) inches of the structure; completing the cut to the edge with a string trimmer. Take extreme care not to damage fences and walls with string trimmer.

F. 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. Where a dense area of existing trees and understory exists within the site, the "tree line," notify the Contract Manager before beginning work. He/she 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 work area.

H. The cost of Mowing shall be included in the Serviceable Area unit price established in the Bid Proposal.

46.3 Trimming

A. Immediately before or after each mowing, use a string trimmer to trim vegetation around all vertical obstacles or structures within vegetated areas such as buildings, trees, walls, columns, fences and sign posts. HERBICIDE TREATMENT IS PROHIBITED. Also use 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, be careful not to damage these vertical obstacles, particularly tree trunks and shrubs. 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.

C. Contractor will be responsible for repair and/or replacement of existing site structures and replacement trees severely damaged by string trimmers. The Contractor shall replace trees and plants of acceptable species with total caliper inches equal to, or greater than the damaged trees and plants.

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

46.4 Edging

A. Use a mechanical blade edger to edge all turf areas adjacent to walkways, curbing, roadways, sidewalks, driveways, parking lots, pavement slabs, landscape beds and tree rings. Use of a sting trimmer is only allowed in areas inaccessible to a blade edger. Plant bed lines shall be kept with a smooth consistentedge.

B. After edging, remove edging debris and grass or vine runners which have grown over pavement or into plant beds. Completed edging shall provide a clean finished appearance.

C. The cost of Edging shall be at the Serviceable Area unit price established in the Bid Proposal.

46.5 General Weeding

A. During each mowing operation, remove all weeds from paved areas such as roads, curb and gutters, structures, including cracks and joints, and areas covered with concrete rip-rap, rock, or gravel within the work limits of each site.

B. Weeds are considered vegetation, such as annual and perennial weeds, plant seedlings, and vines and turfgrass growing into the above areas. 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. Herbicides chemicals may only be used where the dying weeds will not create an unsightly appearance.

C. When using herbicide, strictly follow label instructions and avoid overspray of adjacent plants. If the Contract Manager determines that the deterioration of an existing plant is caused by herbicide overspray, the Contractor shall replace the effected plant.

D. The use of tracker dyes is prohibited on hardscape surfaces.

E. The cost of Weeding shall be included in the Serviceable Area unit price.

46.6 Plant Bed Maintenance – Services Provided at Every Work Cycle

A. Plant bed maintenance shall be performed at each maintenance visit to include mulch or gravel beds with no shrubs and/or groundcovers, and tree ring beds around individual trees where present. Keep beds free of weeds. Weeds are considered vegetation, such as annual and perennial weeds, plant seedlings, and vines and turfgrass growing into beds not intended for such vegetation. In addition, remove dead plants, litter and debris such but not limited to pine cones, cans, trash, bottles, fallen tree limbs, leaves or any unsightly debris at each work cycle.

B. Weed and maintain planting beds and tree rings at each maintenance visit, to the standards established in the award documents. Beds shall be maintained weed-free to the extent that they do not distract from the appearance of the bed. Weeds in planting beds and tree rings shall be accomplished by hand and by mechanical means for weeds over four (4) inches tall. Chemical herbicide treatment is acceptable for weeds four (4) inches and less, unless the dying weeds create an unsightly appearance. When using herbicide, strictly follow label instructions and avoid overspray on adjacent plants. If the Contract Manager determines that the deterioration of existing plant(s) is caused by herbicide overspray, the Contractor shall replace the effected plant with a new plant of equal size at no cost to the City.

C. A Certified Arborist shall supervise or review all pruning operations to assure that pruning is in accordance with sound horticultural practice and The American National Standards Institute (ANSI) A300 pruning standards.

D. Prune and maintain trees, palms, shrubs, groundcovers, and ornamental grasses within beds as part of each maintenance visit, to the standards established in the award documents. Prune trees and palms in beds and tree rings to remove all dead, diseased or damaged branches and fronds to a height of twelve (12) feet above finish grads. Remove suckers along the trunk and base, crossing branches and low hanging branches, and palm fruit stems. Provide 8-1/2 feet clear height above pedestrian areas. Include corrective pruning of visible root related problems such as crossing roots and circling roots. Trees shall be pruned a minimum of five (5) feet clear of signs, buildings and similar structures, within twelve (12) feet above finish grade. When pruning, remove branches or roots with a sharp cut and 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 4-inch diameter or less measured just above the branch collar. Removal of branches larger than 2-inch diameter may be required, Contractor shall obtain approval of Contract Manager prior to removal. Crape Myrtle species shall not be over-pruned or topped at any time. See Appendix 'C' for illustrations of acceptable pruning practices.

E. Prune and maintain groundcovers and shrubs to remove damaged, broken, dead branches, and branches heavily infected with disease or insects, to the standards established in the award documents and as maybe directed by the Contract Manager.

1. 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.
2. Prune and maintain ornamental shrubs generally between 36 inches and 48 inches height, except where the need is to be lower to not block windows or higher to provide a visual screen as the shrubs were intended. Maintain plants to develop a natural height as mat be directed by the Contract Manager.
3. Prune and maintain plants to maintain a neat appearance and to provide an 18" horizontal delineation between different plant types, 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 areplanted.
4. Prune and maintain groundcovers and shrubs a minimum of 18" away from buildings and similar structures, and 12" buffer between plant species and or turf.
5. Do not prune individual plants in mass plantings into formal shapes: i.e., individual round balls of dwarf yaupon not acceptable.
6. Provide additional shrub and groundcover maintenance unique to particular plant species, such as but not limited to:

   a. Prune ornamental grasses once per year no later than the end of March. Prune back each clump of grass to no less than four (4) inches above the ground, all at a consistent height. Ornamental grass clippings shall be removed from plant beds.

   b. Prune Coontie palm once per year in March or April. Remove dead leaf stems.

   c. Mow Perennial Peanut one (1) time per year to a height of 3 to 4 inches to encourage new growth and blooming. Remove clippings from plant beds. Coordinate mowing timeframe with Contract Manager.

   d. Edge Asiatic Jasmine one (1) time per year in the spring. Trim such that runners do not extend into concrete sidewalks or curb lines. Trim to a height of 3 to 4 inches to encourage new growth and reduce the risk of diseases and control growth. Remove clippings from plant beds. Coordinate edging timeframe with Contract Manager.

See Appendix 'B' and 'C' for illustrations of acceptable pruning and bed maintenance practices.

H. Prune and maintain 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 cost of Bed Maintenance shall be included in the Serviceable Area unit price established in the Bid Proposal.

46.7 <u>Plant Replacement</u>

A. Plant replacement to include trees, shrubs, groundcovers and turf grass which is determined to be dead or severely declined, as reviewed and approved by the Contract Manager. Contractor shall submit a work order which includes the location, species, cost, and quantity of required plant replacements for review and approval by the Contract Manager, prior to performing plant replacements.

B. Removal of dead plant materials shall be performed under each bed maintenance operations cycle, after proper photographic documentation has been completed.

C. Plant replacement required due to damages or have died due to the Contractor's negligence shall be performed by the Contractor at no cost to the City.

D. Replacement plant materials shall match the size and species of existing plantings whenever possible,

unless approved otherwise by the Contract Manager.

E. Replacement of turf grass shall be accomplished by providing new turf of the same species, unless otherwise approved by the Contract Manager. Maintain new plant replacements until well established and warranty for 90 days, until reviewed and accepted by the Contract Manager.

F. The cost of Plant Replacements shall be at the unit price established in the Plant Material Installation / Replacement in the Bid Proposal.

46.8 Insect, Disease and Weed Control in Turf and Planting Beds

A. Insect, disease and weed control shall be included in each maintenance operation cycle. Contractor shall recommend the type of chemical treatment and apply as needed to each work area. Contractor shall submit the proposed chemical treatment to the Contract Manager for review. The Contract Manager shall issue to the Contractor a notice to proceed with the eradication of the particular pest(s) identified.

B. The Contractor or its subcontractor (whoever applies the chemicals) shall be a licensed Pest Control Operator in the state of Florida and be qualified by the state to apply the chemicals utilized during the execution of this Agreement. Required licenses shall be maintained throughout the duration of the Agreement. Provide the Contract Manager with copies of the required licenses at the Pre-Bid Conference.

C. The Contractor shall monitor and apply appropriate chemical treatment(s) to eradicate the targeted insect, disease or weed species. The Contractor shall repeat the chemical application until full control is achieved at no additional cost to the City.

D. The cost of Insect, Disease and Weed Control shall be included in the Serviceable Area unit price established in the Bid Proposal.

46.9 Cleanup After Landscape Maintenance Operations

A. At the end of each maintenance visit, remove from the site grass clippings, leaves and other debris existing at the time of the maintenance visit or generated by the mowing, edging, trimming, mowing of turfgrass and by other landscape maintenance operations which are deposited on existing turf grass, plant beds, pavement and structures such as streets, driveways, parking lots, curbs and sidewalks, within or adjacent to the site. Remove debris by sweeping, blowing and/or vacuuming. Schedule mowing operations at each site to ensure that 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.

B. 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. The cost of cleanup after landscape maintenance operations shall be included in the Serviceable Area unit price established in the Bid Proposal.

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

46.10 Fertilization of Turf and Planting Beds

A. Fertilization of landscaped areas (grassed areas and plant beds) shall be provided as part of the standard Landscape Maintenance Operations services. 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, to include macro nutrients Calcium (Ca), Magnesium (mg) and Sulfur S). Also include micronutrients Iron (Fe) as chelated iron source, Zinc (Zn), Copper (Cu), Molybdenum (Mo) and Boron (B) in the fertilization formulation. Submit manufacturer's fertilizer label to the Contract Manager for approval before purchasing or applying fertilizer.

B. Apply fertilizer in April at a rate to achieve two (2) pounds of nitrogen per 1000 square feet of landscaped area.

C. Apply fertilizer in September at a rate to achieve one (1) pound of nitrogen per 1,000 square feet of landscaped area.

D. Apply uniformly to prevent "streaking" or "spotty" turf or plant color. If the Contract Manager determines that the fertilized grass areas and other plants have not achieved a uniform, healthy green color thirty (30) days after application, then the Contractor shall reapply fertilizer to the unacceptable areas, at no additional cost to the City until a uniform green color and plan growth is achieved.

E. After fertilizer application, clean and/or remove fertilizer from concrete, asphalt and stainable areas.

F. Contractor is to comply with the Fertilizer Ordinance Code, Chapter 366, Part 6.

G. The cost of fertilization shall be included in the Serviceable Area unit price established in the Bid Proposal.

46.11 Irrigation Repairs and Inspections

A. The cost for Irrigation Inspections and minor irrigation repairs shall be included in the Serviceable Area unit price established in the Bid Proposal.

B. Irrigation inspections shall be performed monthly at all Work Areas which have existing irrigation systems. Contractor shall operate each irrigation zone, making minor repairs to include fixing clogged heads and filters, adjusting spray pattern to minimize overspray onto paved areas and straighten leaning heads. Cost shall be included in the Irrigation Inspections unit price.

C. For each work area that an irrigation inspection is performed, the Contractor shall provide an Irrigation Inspection Report that itemizes any Minor repairs performed, as well as any required Additional Irrigation Repairs, to include the associated Work Order for the Contract Manager's review and approval. The Irrigation Inspection Report is to be submitted monthly to the Contract Manager and the Irrigation Inspection schedule is to be uploaded to the PWML Cartegraph database.

D. Contractor shall prepare and submit a Work Order for Additional Irrigation Repairs needed to include head replacement, pipe leak, inoperable control valves or other major repairs. Work Order shall be submitted for approval to the Contract Manager to include Work Area location, breakdown of materials and labor cost.

E. Irrigation Repairs and Inspections shall be performed under the supervision of a Certified Landscape Irrigation Service Technician (FCLIST), per Florida Nursery, Growers and Landscape Association (FNGLA) program.

F. The hourly labor cost for Irrigation Repairs shall be included in the Irrigation Repair unit price established in the Bid Proposal. Cost for irrigation materials shall be submitted to the Contract Manager for review and approval.

46.12 Mulching of Plant Beds and Tree Ring Areas

A. Mulching of Plant Beds and Tree Ring Areas shall begin in early September and be completed by the end of the month. Mulching to include redefining of bed edge as described in the detail in both beds and along concrete edge, or as may be directed by the Contract Manager.

B. Mulch material is to be pine straw. Submit sample for review and approval by the Contract Manager. Mulch type shall generally match existing mulch, unless directed otherwise by the Contract Manager.

C. Each Mulching shall install two (2.0) inches depth over existing mulch areas to include planting beds and tree ring areas. Mulch shall be leveled out to form a continuous smooth bed. "Mulch Volcanoes" at the base of trees and large shrubs are detrimental to plant growth and not permitted.

D. Mulch shall not be installed where shrubs and groundcovers have fully grown in and the existing mulch and ground cannot be seen from above.

E. A minimum of an eight (8) foot diameter circular mulched tree ring shall be provided for trees within turf areas. Existing mulch tree rings shall be enlarged and adjusted as required to provide clean, circular tree rings to meet the minimum size during the 90-Day Initial Landscape Maintenance Period.

F. Along planting bed edges, a clean edged line shall be provided, with a minimum of twelve (12) inches of

mulched area between the turf edge and the shrubs and groundcovers.

G. Contractor to include any cost for establishment, adjustments and revisions plant beds and tree rings during the 90-Day Initial Landscape Maintenance Period in the appropriate unit price(s) at their own discretion. The cost for mulching shall be included in the Serviceable Area unit price established in the Bid Proposal.

47.0 Landscape Maintenance Operations: City Right of Way Work Areas

Scope of Work: Provide Landscape Maintenance operations listed below in each Road Right-of Way Work Area listed in Appendix 'A'. The limits of the work include the entire width of the right-of-way from the start and stop points noted, including ditches, swales grass embankments, and medians, to include weed treatment of sidewalk joints and cracks, union of curbing and sidewalk and union of curbing and the roadway travel lane pavement – excluding the travel lane pavement.

Included is the Initial 90 Day Landscape Maintenance Period needed to bring the existing City Right of Way Work Areas into compliance with these Agreement requirements. The Contractor shall incorporate any cost into the Serviceable Area unit price, as established in the Bid Proposal. The following Landscape Maintenance Operations shall be performed at each scheduled service visit:

a. Initial Litter and Debris Removal
b. Mowing
c. Trimming
d. Edging
e. Bed Maintenance
f. Plant Replacements
g. Insect, Disease and Weed Control in Turf and Planting Beds
h. Cleanup After Maintenance Operations

Landscape Operations to be incorporated into scheduled periodic services:

i. Fertilization of Turf and Planting Beds
j. Irrigation Repairs / Inspections
k. Mulching of Plant Beds and Tree Ring Areas

48.0 Landscape Maintenance Operations: City Owned, Buildings or Leased Property Work Areas

Scope of Work: Provide Landscape Maintenance operations listed below at each Work Area listed in Appendices A. The limits of the work for each Work Area includes the entire property including but not limited to stormwater facilities, swales, turf areas, landscape beds, parking areas including paved areas, as well as lands within the adjacent right of way to include weed treatment of sidewalk joints/cracks, union of curbing and sidewalk and union of curbing and the roadway travel lane pavement - excluding the travel lane pavement.

Included is the Initial 90 Day Landscape Maintenance Period needed to bring the existing City Owned Lands, Parks, Buildings or Leased Property Work Areas into compliance with these Agreement requirements. The Contractor shall incorporate any cost into the Serviceable Area unit price, as established in the Bid Proposal. The following Landscape Maintenance Operations shall be performed at each scheduled service visit to each Work Area:

a. Initial Litter and Debris Removal
b. Mowing
c. Trimming
d. Edging
e. Bed Maintenance
f. Plant Replacements

g. Insect, Disease and Weed Control in Turf and Planting Beds

Cleanup After Maintenance Operations to be incorporated into scheduled periodic services as noted:

h. Fertilization of Turf and Planting Beds

i. Irrigation Repairs / Inspections

j. Mulching of Plant Beds and Tree Ring Areas

49.0 Landscape Maintenance Operations: FDOT Road Rights of Way Work Areas

Scope of Work: Provide Landscape Maintenance operations listed below in each FDOT Road Right of Way Work Areas listed in Appendices 'A'. The limits of the work include the width of the right of way from start and stop points noted, to include but not limited to stormwater facilities, swales grass embankments, medians, to include weed treatment of sidewalk joints/cracks, union of curbing and sidewalk (where applicable) and union of curbing and the roadway travel lane pavement - excluding the travel lane pavement.

Included is the 90-Day Initial Landscape Maintenance Period needed to bring the existing FDOT Road Right of Way Work Areas into compliance with these Agreement requirements. The Contractor shall incorporate any cost into the Serviceable Area unit price, as established in the Bid Proposal.. The following Landscape Maintenance Operations shall be performed at each scheduled service visit:

a. Initial Litter and Debris Removal

b. Mowing

c. Trimming

d. Edging

e. Bed Maintenance

f. Plant Replacements

g. Insect, Disease and Weed Control

h. Cleanup After Maintenance Operations

51.0 Mobilization

Mobilization includes the transportation of the Contractor's and subcontractor's personnel, equipment, and operating supplies to the work sites. For this Agreement, mobilization costs shall be included in the Serviceable Area unit price.

52.0 90-Day Initial Landscape Maintenance Period

An initial 90-day Landscape Maintenance period is provided for the Contractor to perform any Landscape Maintenance Operations within all work areas to bring non-conforming areas into compliance with the Agreement requirements. The Contractor shall incorporate any cost into the Serviceable Area unit price, as established in the Bid Proposal.

A. 90-Day Inspection – At the end of the 90 - Day Initial Landscape Maintenance Period, the Contractor shall submit a report to the Contract Manager that identifies any work areas that have not been brought into compliance.

B. Withholding Payment – Contract Manager to withhold payment for any Work Areas not in compliance with the Agreement requirements at the end of the 90-day Initial Landscape Maintenance Period. Monthly payments shall be withheld for each work area until such time they are brought into compliance with the agreement documents and accepted by the Contract Manager.

53.0 Plant Material Installation

A. Plant material installation to include trees, shrubs, groundcovers and turf grass in landscape areas. Contract Manager shall direct the Contractor to prepare a Work Order which identifies the plant material quantities, locations and sizes proposed to be installed. Work Order to be submitted to the Contract Manager for approval, prior to purchasing or installation any plant materials.

B. Removal of any existing dead or declining plant materials shall be performed under bed maintenance operations cycle, after proper photographic documentation has been complete. Unit prices as established in the proposal for various plant types shall be utilized in preparation of the Work Order. The Contractor shall provide backup information to justify the cost for any work not specifically included within the unit prices of this proposal.

C. Plant material unit prices shall include clearing and grubbing of existing landscape area to prepare for planting installation. Clearing and grubbing shall include removal of existing turf, weeds, to include application of non-selective herbicide.

D. Plant materials shall meet Florida Grades & Standards, minimum grade FL#1. Landscape installation to be in accordance with sound horticultural practices and the recommendations of the University of Florida Institute of Food & Agricultural Sciences (IFAS). Prior to planting trees, shrubs and groundcovers, the planting area shall be covered with a 3" depth of a compost mix that is weed free and disease free, pasteurized composed of the following:

a. 34% Aged Pine Bark
b. 33% Finished Organic Compost
c. 33% Composted Manure

The compost mix shall be incorporated into the planting holes during the backfilling process. A one (1) gallon sample of the compost mix shall be submitted to the Contract Manager for review prior to installation.

E. New planting areas and tree rings shall be mulched with a 3" layer of mulch.

F. Included in plant material unit prices is watering after installation.

a. General: Water soil sufficiently to keep plant roots moist, but not saturated, to prevent wilting, and to keep plants healthy. (The Agriculture Extension Service recommends watering daily for at least one month after installation during the growing season when there is no rain or 2 to 3 times a week during the winter and rainy weather). Following rainfall, delay watering until all free moisture has drained from the soil. Contractor is responsible for monitoring soil moisture to provide continuous optimum moisture level at all times, and to ensure that overwater does not occur.
b. After initial watering, provide water to trees and palms using water truck, existing irrigation system or hose bib to provide to newly installed plant materials during each watering the volume of water shown in the Tables 1 & 2 below.
c. Schedule watering frequency necessary to keep plants in healthy growing condition, with no wilting. Contractor shall include the cost of water for irrigation in the Serviceable Area unit price.

Table 1	**WATER VOLUME FOR NEW TREES & PALMS**	
Single Trunk Tree Caliper	Multi-Trunked Tree Ht.	Min. Water Volume Per Application
2" Cal.	8-10'	4 Gal.
3" Cal.	10-12'	6 Gal.
4" Cal	12-14'	8 Gal.
5" Cal.	14-16'	10 Gal.
6" Cal.	-	12 Gal.
Each Palm	-	12 Gal.

TABLE 2	**WATER VOLUME FOR NEW SHRUBS & GROUNDCOVERS**
Plant Size	*Min. Water Volume Per Application
1 Gallon	1 quart
3 Gallon	2 quarts
7 Gallon	1 gal.

*If shrubs and groundcovers are located within a multiple plant bed, apply ½ to ¾" of water throughout the plant bed during each watering in lieu of watering each individual plant.

d. Maintain new plant replacements until well established and warranty for 90 days, until reviewed and accepted by the Contract Manager.