SUBJECT: LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS, PRESERVATION PARKS AND CEMETERIES

BID #: ESC-0106-21

OPEN DATE: 7/21/2021

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS – MOWING AND LANDSCAPE MAINTENANCE DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (5) **NUMBER RECEIVED:** (3) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject all bids and to re-evaluate the minimum requirements.

This solicitation will be re-issued on a later date.

ATTACHMENTS: Recommendation Memo, Rejection Letters, Section 1.4, Section 4

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: DAVE MCDANIEL, CHIEF, MOWING & 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

Lenny Curry, Mayor

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

ONE CITY ONE JACKSONVILLE.

September 1, 2021

MEMORANDUM

TO: Gregory Pease, Director
Procurement Department

THRU: John Pappas, Director
Public Works Department

FROM: Dave McDaniel, Chief
Mowing & Landscape Maintenance Division

SUBJECT: Recommendation to Reject all Bids
Landscape Maintenance Services – City Parks, Preservation Parks and Cemeteries
Bid No. ESC-0106-21

Please be advised that Mowing & Landscape Maintenance Division of the Department of Public Works has reviewed bids on the above referenced CSPEC. After consultation with Procurement, an issue has arisen with the grading matrix in Addendum 1. Therefore it is recommended all bids be rejected.

If you require any additional information, you may contact Dave McDaniel.

cc: Russell Perry, Mowing & Landscape Division
Dustin Freeman, Procurement Division
Marilyn Laidler, Procurement Division

SR

PROCUREMENT DIVISION

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: September 7, 2021

Via Email: todd.chestnut@brightview.com

Bidder's Name: BrightView Landscape Services, Inc.

Address: 1854 West Road, Jacksonville, FL 32216

Contact Name: Todd Chestnut

Bid No: ESC-0106-21

Title: Landscape Maintenance Services for City Parks, Preservation Parks and Cemeteries

Date Opened: July 23, 2021

REASON FOR RECOMMENDED BID REJECTION: The minimum requirements will be re-evaluated and the solicitation will be re-issued on a later date.

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

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for Thursday, September 9, 2021 at 1:00 p.m.

Purchasing Analyst's Signature: _____

David R. Klages, Purchasing Analyst

214 N. Hogan St., Suite 800 | Jacksonville, FL 32202 | Phone: 904.255-8815 | Fax: 904.255-8837

PROCUREMENT DIVISION

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: September 7, 2021

Via Email: zakee0126@gmail.com

Bidder's Name: Freedom Landscape & Maintenance, Inc.

Address: 7232 Smyrna Street, Jacksonville, FL 32208

Contact Name: Zakee Furqan

Bid No: ESC-0106-21

Title: Landscape Maintenance Services for City Parks, Preservation Parks and Cemeteries

Date Opened: July 23, 2021

REASON FOR RECOMMENDED BID REJECTION: The minimum requirements will be re-evaluated and the solicitation will be re-issued on a later date.

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

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for Thursday, September 9, 2021 at 1:00 p.m.

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

214 N. Hogan St., Suite 800 | Jacksonville, FL 32202 | Phone: 904.255-8815 | Fax: 904.255-8837

PROCUREMENT DIVISION

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: September 7, 2021

Via Email: bailey@janddmaintenance.com

Bidder's Name: J&D Maintenance and Services of North Florida, LLC

Address: 4779 Phyllis Street, Jacksonville, FL 32254

Contact Name: Rodney D. Evans

Bid No: ESC-0106-21

Title: Landscape Maintenance Services for City Parks, Preservation Parks and Cemeteries

Date Opened: July 23, 2021

REASON FOR RECOMMENDED BID REJECTION: The minimum requirements will be re-evaluated and the solicitation will be re-issued on a later date.

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

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for Thursday, September 9, 2021 at 1:00 p.m.

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

214 N. Hogan St., Suite 800 | Jacksonville, FL 32202 | Phone: 904.255-8815 | Fax: 904.255-8837

1.4 **Minimum Requirements for CONTRACTORs.**

CONTRACTORs must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, CONTRACTOR warrants and represents that it has satisfied these requirements. Each CONTRACTOR shall clearly show in its proposal how it meets the minimum requirements. If the CONTRACTOR fails to meet these requirements, then the Response will not be evaluated and will be rejected as non-responsive.

A. CONTRACTOR and Subcontractors must be licensed under local and Florida Statutes to perform the contract services sought by this RFP.

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) consecutive years and must have successfully completed a year-long maintenance contract with a minimum Annual billing value of $750,000.00, providing similar services required by this project.

C. Provide the name and license of the individual or company who would be responsible for pesticide and herbicide application during the work effort and provide the resume for that individual.

D. 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 Contract. CONTRACTORs are not required to have a local office in order to respond to this RFP; however, the selected CONTRACTOR will be required to open a local office before the contract execution.

1.5 **Equal Business Opportunity Program**

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on Buyer projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

This RFP and the resulting Contract are subject to requirements of the "Participation Percentage Plan," which is set forth on Attachment C to this RFP. This RFP shall have a 40% percent participation goal under the Plan.

CONTRACTORs may contact Buyer's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory at the City's website at www.jseb.coj.net.

1.6 **Documents Available for Inspection (if applicable)**

There are no documents available for inspection.

1.7 **Federal Funds.**

No federal funds will be used for this RFP.

1.8 **Mandatory Pre-Bid Meeting.**

A **mandatory pre-bid meeting** will be held at 1:00 p.m. on **June 29th, 2021**, in the Mowing and Landscape Maintenance Division Conference Room at 609 St, Johns Bluff Road North, Jacksonville, Florida.

1.9 **Response Due Date.**

The deadline for submitting responses to this RFP is **July 14th, 2021** at 2:00pm. Please see Sections 2.3 and 2.4 for more details.

SECTION 4
SPECIAL CONDITIONS

1.1 DEFINITIONS

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

B. CONTRACT MANAGER: The authorized representative(s) of the Mowing and Landscape Maintenance Division who is (are) assigned to the project to ensure that all work requirements are completed in accordance with the contract documents.

1.2 PERSONS TO CONTACT

If questions arise concerning this project during the bidding period, contact the Procurement Division Purchasing Analyst, Nekole Hulitt at nhulitt@coj.net

1.3 CONFLICTS IN THE RFP

Wherever a conflict exists between the Special Conditions and other parts of the RFP, the provisions of the Special Conditions shall apply. If a situation arises where it is difficult or impossible for the General Conditions to prevail, or if the conflicts are different, but apparently equal, then the conflicts shall be referred to the Chief of the Mowing and Landscape Maintenance Division for a final resolution.

1.4 SCOPE

A. **The work covered by these specifications consists of furnishing all labor, materials, equipment and performing all operations necessary to provide routine maintenance of** turfgrass areas and beds in CITY owned parks and cemeteries and the adjacent grassed rights-of-way. Turfgrass areas are defined as vegetated areas covered with turf, weeds, a combination of grass and weeds, vines, and trees and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground. Such vegetation may be dead or alive.

B. Turfgrass maintenance includes the collection and disposal of litter and debris, turfgrass mowing, edging, trimming, and the removal of debris generated by these operations. The name, location, and size of the park and cemetery parcels to be maintained are shown on Exhibit A through F in the Special Conditions Section of this RFP. The CITY may add or delete parcels during the contract and adjust prices accordingly, using the unit prices established in the Proposal.

1.5 INTENT OF SPECIFICATIONS

The intent of these specifications is to maintain vegetated areas on City owned parks, preserves and cemeteries and adjacent grassed rights-of-way to achieve a clean and neat appearance. It is not the intent of these specifications to minutely define the mode, means, methods, techniques, sequence or procedures of maintenance selected by the CONTRACTOR or the safety precautions and programs incidental to the work, but rather to set forth reasonable and rational criteria for the performance thereof.

1.6 LIMITS OF PROJECT

Work will be performed within Jacksonville, Florida on City owned parks, listed cemeteries and the rights-of-way adjacent to each site.

1.7 WORK SITES

A. The list of Work Sites is shown in Appendix A through G of Special Conditions Section of this RFP. Each Appendix shows the real estate number, street address and acreage of vegetated areas of each parcel listed. Each real estate number can be entered into the

website of the City Property Appraiser. Go to the following link: http://apps.coj.net/pao_propertySearch/Basic/Search.aspx. This will give the exact location of the parcel on the CITY GIS map.

B. The CITY may add or delete work sites during the life of the contract, depending on the needs of the CITY. Such adjustments shall be by Change Order, using the 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.

1.8 AUTHORITY OF THE CONTRACT MANAGER

All work shall be completed to the satisfaction of the CONTRACT MANAGER and or PWML INSPECTORS. The primary authority of the PWML INSPECTOR shall be to evaluate the CONTRACTOR's work for compliance with the contract 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 contract period.

1.9 CONTRACTOR'S SUPERVISION

The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of maintenance and for the supervision of its employees and subcontractors while performing work under this contract.

1.10 CONTRACTOR'S SUPERINTENDENT AND QUALITY CONTROL INSPECTOR

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 CONTRACT. The Superintendent shall be readily available via local telephone, cell phone, Email and fax.

B. The Superintendent shall speak, read, write, and understand English.

C. 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 contract documents.

1.11 QUALIFICATION OF CONTRACTOR'S 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 project.

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.

1.12 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 contract. 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 a 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.

1.13 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.

1.14 SUSPENSION OF WORK

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 a hazardous condition for motorists and/or pedestrians. The CONTRACT MANAGER will order such suspensions of work in writing explaining the reasons for the suspension. Normal operations may resume when directed by the CONTRACT MANAGER.

1.15 PROVISIONS FOR CONVENIENCE OF PUBLIC

The CONTRACTOR shall schedule operations so as to minimize inconvenience to adjacent businesses, residents, and vehicular traffic.

1.16 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 must be maintained at all times. 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 Contract 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 project duration. No additional payment will be authorized for CONTRACTOR's project delays or for projects that extend beyond the CONTRACTOR's initial anticipated project duration, unless approved by the PROJECT MANAGER.

E. If the City requires a written design plan for maintenance of traffic for a particular work site, 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.

1.17 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. Replace or repair all traffic signs in accordance with the Manual of Uniform Traffic Control Devises.

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 unsatisfactorily manner, the City may choose to repair the work, with all costs incurred by the City deducted from the CONTRACTOR's billing.

1.18 SAFETY

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.

1.19 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.

1.20 OBSTRUCTION BY 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.

1.21 PERMITS AND FEES

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.

1.22 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 contracted by phone at 811 or by email at www.callsunshine.com. Begin work only after utilities have been located.

1.23 WORK ON PRIVATE PROPERTY

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.

1.24 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.

1.25 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.

1.26 ASSIGNMENT OF WORK TO OTHERS

If the CONTRACT MANAGER determines that the CONTRACTOR has fallen behind schedule by ten (10) work days or more for no apparent reason, the CONTRACT MANAGER reserves the right to assign unfinished work to another CONTRACTOR if he/she determines that it will be in the City's best interest. Should this option be utilized, the CONTRACTOR shall pay the additional costs incurred by the CITY to complete the unfinished work. The assignment of work to another CONTRACTOR may be made without declaring the CONTRACTOR in default of this Contract.

1.27 DEFAULT OF CONTRACT

A. If the CONTRACTOR fails to perform the work in accordance with the contract 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 Contract 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 contract 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 Contract 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 contract 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 Contract. Upon the failure or refusal of the Surety to take over the Contract 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 contract. 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 contract 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 contract.

E. The CITY shall have no liability for the CONTRACTOR's anticipated profits for unfinished work on a contract which has been determined to be in default.

1.28 TERMINATION OF CONTRACT

The CITY reserves the right to terminate or suspend the contract in whole or in part at any time the interests 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 Contract 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.

1.29 UNIT PRICE ADJUSTMENTS

A. The Contract may be extended two (2) times for a period of two (2) years each by mutual agreement of both parties. Submitted bid prices for services shall remain firm against any increase for a period of two (2) calendar years from the award of contract.

B. The CONTRACTOR may submit a written request to increase the unit prices before each contract renewal if the request is received by certified letter at least 30 days before the completion of the previous two year contract period. The City may accept or deny the requested price increase or choose to terminate the contract. The price increase request may be for all or some of the contract bid items.

C. The CONTRACTOR's request for a price increase will be based solely upon the percentage change of the Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO). The June CPI of the current year compared to total percentage change in the June CPI for the two previous year will be used to determine the amount of the price increase request. The City reserves the right to decline any price increase request.

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

1.30 ESTIMATED QUANTITIES

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

B. The items and respective quantities set forth in 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 Contract. 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 Contract, the change will be issued in the form of a written Change Order.

1.31 LIMITATIONS OF EQUIPMENT OPERATIONS

A. When equipment must cross bridges, cross with extreme care. Plan work to minimize bridge crossings. Equipment shall cross bridges on the right shoulder, if the bridge has a full width shoulder able to accommodate the width of the equipment; otherwise, cross in the travel lane. When necessary for equipment to cross a road, select a location that provides a safe and unobstructed sight distance. The Operator shall stop before crossing the road and permit closely approaching vehicles to pass before crossing.

B. The CONTRACTOR shall not park equipment or vehicles within a street median of any width. The CONTRACTOR may temporarily park company motor vehicles (2 hour minimum) on the road shoulder so long as there is sufficient width to allow for safe passage of pedestrians and motor vehicles. Do not park on street sidewalks or on paved

or unpaved trails and walks. Overnight parking of equipment or vehicles within the right-of-way is not allowed; overnight parking of equipment and vehicles on the job site is also not allowed unless approved by the CONTRACT MANAGER.

C. The CONTRACTOR shall conduct all service and supply operations at a location that does not interfere with vehicular or pedestrian traffic. No supply vehicles shall enter the median for any PURPOSE. No service vehicle shall enter the median except to repair or remove inoperable equipment and then only when such repair or removal necessitates a service vehicle.

1.32 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, he/ she shall notify the CONTRACTOR. Upon notification, the CONTRACTOR shall immediately remove the defective equipment from the worksite and temporarily cease work until the equipment is repaired or replaced. Poor equipment or equipment failure is not a valid reason for production delays.

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 some other means of mowing in these areas, such as an articulated arm mower or manual trimming. Lack of suitable equipment on the site is not considered as a valid reason for not mowing a vegetated area.

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

1.33 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 of chemicals.

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.

1.34 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.

1.35 EQUIPMENT 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. Maintain the safety devises in proper working order at all times.

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

1.36 ISSUANCE OF BLANKET ORDER AND NOTICE TO PROCEED

The issuance of the "Blanket Order" by the CITY shall be the CONTRACTOR's "Notice to Proceed." No work shall be started until the CONTRACTOR has received the "Master Blanket Order" and until the work schedule has been approved by the CONTRACT MANAGER. One Master Blanket Order will be issued for all work involved at all locations. The Master Blanket 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 Master Blanket Order. The CONTRACTOR shall begin work within ten (10) days after receiving both the Master Blanket order and the CONTRACT MANAGER's written approval of the work schedule.

1.37 WORK SHEDULES

A. At the Pre-construction Conference, the Contractor shall submit "Work Schedules" for each list of sites, using the excel sheet from the City mowing database, which describes the proposed schedule of operations to complete the specified work within the allotted times and in accordance with the frequency or cycles provided in the Contract documents. This schedule will be uploaded into the City mowing database. The Contractor shall review the lists of work sites and, from those lists, prepare a separate Work Schedule for each crew in the form of 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 Blanket 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 the frequency stated 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.

The maintenance of all sites listed on each site list must be completed by the end of each scheduled maintenance cycle. In addition, for a site on a once a month work cycle, each site visit must be no less than 25 days apart and no more than 30 days apart; for a site on a twice a month cycle, each site visit must be no less than 12 days apart and no more than 14 days apart..

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.

Enter completed sites for the day the next morning into the mowing 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, 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, and, if a vacant lot, the Real Estate Number

B Maintenance Cycles

1) Maintenance cycle of once a month: Visits shall be a minimum of 25 days and a maximum of 30 days apart.

2) Maintenance cycle of four (4) times per month or one (1) time per week: Visits shall be a minimum of five (5) days and a maximum of seven (7) days apart.

3) Maintenance cycle three (3) times a month. Visits shall be a minimum of seven (7) days and a maximum of ten (10) days apart.

4) Maintenance cycle once a week. Visits shall be a minimum of five (5) days and a maximum of seven (7) days apart.

5) Maintenance cycle of every two (2) weeks. Visits shall be a minimum of ten (10) days and a maximum of 14 days apart.

C. Once work begins on a work site, diligently pursue work until ALL TASK are completed (litter, mowing, edging line trimming blowing and or bed maintenance) before moving to the next scheduled site, unless otherwise directed by the CONTRACT MANAGER.

1.38 INVOICES AND PAYMENTS

A. On a monthly basis, submit an invoice for services rendered during the previous month. Submit invoices no later than seven (7) days after the end of the previous monthly mowing cycle. Include an Excel spreadsheet for each group of sites showing the following: blanket or purchase order number, real estate number(s), street address, date of service, cartegraph site number unit measure, unit cost, extended totals, and grand total. Additionally include a report generated from the PWML database showing all individual sites with acreage (mowing,) square footage (bed maintenance) along with service dates and site numbers for each group of sites. This will include all parks and preserves, cemeteries and bed maintenance

B. The CONTRACT MANAGER will pay the CONTRACTOR on a monthly basis after the work on all parcels 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 parcels scheduled for the previous month is completed for the previous monthly cycle; no partial payments will be allowed. Payment will be based on the CONTRACTOR's per acre unit price multiplied by total acreage completed to the nearest 2 decimals (00.00).

C. Payment will be based on the CONTRACTOR's unit price established the contract multiplied by total units completed to the nearest 2 decimals (00.00). The minimum payment for maintenance at any site will be calculated based upon a minimum area of

0.5 acres for turfgrass maintenance and a minimum area of 1000 square feet for bed maintenance, even if the actual maintenance area at the site is a lesser amount.

D. Disposal Fees: Provide a separate invoice for the cost of disposal fees incurred for litter and debris disposal generated by contract 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 changed 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___."

E. 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: Jejuan Mathis-Williams, Contract Administrator.

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

1.39 WITHOLDING PAYMENT FOR UNSATISFACTORY OR INCOMPLETE PERFORMANCE

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

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

1.40 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 work 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 increment 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 <u>all</u> sites on a particular list, or when a natural disaster is declared by the local governmental authority.

1.41 PARTIAL PAYMENTS

If part of the work scheduled for the previous month is not completed by the end of the month, the CONTRACT MANAGER will not approve partial payment for the portion of the work completed. The CONTRACT MANAGER will only approve a partial payment of a

monthly invoice when the CONTRACTOR could not complete the work scheduled for the previous month because the CONTRACT MANAGER suspended work at all sites on a particular list, or when a natural disaster is declared by the local governmental authority.

1.42 ASSIGNMENT OF WORK TO OTHER CONTRACTORS

A. If the CONTRACTOR has fallen behind schedule by ten (10) work days or more, the CONTRACT MANAGER has 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, that the work has been assigned to another contractor. Upon the CONTRACTOR's receipt of this Email notification, he/she shall delete the referenced work sites from his/her schedule for that work cycle.

B. Should this option be utilized, the CONTRACTOR shall pay the additional costs incurred by the CITY to complete the unfinished work. The CONTRACTOR shall also pay the late penalty for each day the work remains unfinished after the scheduled completion date until the date of CONTRACT MANAGER's written notice to the CONTRACTOR that the unfinished work has been assigned to another CONTRACTOR. The assignment of work to another CONTRACTOR may be made without declaring the CONTRACTOR in default of this Contract.

1.43 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.

1.44 PHOTOGRAPHIC RECORD

A. Provide a "before and after" photographic record of each park site, including Preservation Parks, during each maintenance cycle, unless the Project 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.

1.45 INSPECTIONS AND ACCEPTANCE OF THE WORK

A. The CONTRACT MANAGER/ inspector shall inspect the landscape maintenance operation at each parcel 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 mowing database with attached digital dated photos of the corrections. Failure to attach digital dated photos could result in a twenty-five dollar ($25.00) re-inspection fee

1.46 REINSPECTION FEE

A. The CITY may impose a twenty-five dollar ($25.00) re-inspection fee each time the INSPECTOR visits a work site to conduct a re-inspection 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 re-inspection.

(Remainder of page intentionally left blank.)

PART 2: DESCRIPTION OF LANDSCAPE MAINTENANCE OPERATIONS

2.1 GENERAL

This Part 2 of the Special Conditions includes the description of each separate maintenance operation that may be required in a park or cemetery. Also provides the particular maintenance operations required for each group of sites described in the following parts of the Special Conditions.

PART 3: CITY PARKS

PART 4: PRESERVATION PARKS

PART 5: DOWNTOWN BERMUDA TURFGRASS MAINTENANCE

PART 6: CEMETERY MAINTENANCE

2.2 INITIAL LITTER AND DEBRIS REMOVAL

A. Before beginning mowing, remove all litter and debris from the work site, including beds and adjacent turfgrass within the right-of-way adjacent to site. Tearing, ripping or scattering the litter during the mowing operation is not allowed.

B. Debris is considered to be items which can be safely picked-up by two men and loaded into an open flatbed truck. Include the cost of debris removal in the unit cost for mowing of each parcel.

C. Remove the following litter and debris:

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 job site.

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 or unsafe nuisance. Remove fallen limbs and branches lying on the ground which have a 4 inch diameter or less at the base of the limb. Also, remove fallen trees which have a trunk of 4 inch diameter or less measured 4 ½ feet above the ground.

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 Contract. The WTTL requires an application fee of $100 and the posting of a $25,000 bond. Contact Detective Matsick at 255-7519 and request a registration packet for the WTTL. Remove from the site and dispose at a legal landfill or recycle facility which will accept tires.

4) Collection of 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 he/she will arrange for disposal by the Animal Control and Protective Services Division. The CONTRACTOR will not be responsible for the removal and disposal of dead animals.

D. Removal of Large Objects and Illegal Dumping

1) When large items such as abandoned vehicles, large truck tires, large appliances, fallen trees and branches larger than 4 inch diameter at the base, and illegal dumping are encountered, immediately notify the CONTRACT MANAGER so that he/she can arrange for their removal. Illegal dumping is considered a concentration of miscellaneous deposited debris, and large objects of 1 cubic yard or more in one area.

2) Remove caked-on dirt and mud from large objects encountered. Work around these items until they have been removed by the City. The CONTRACTOR is not required to remove these items.

3) Collect and deliver all solid waste to Trail Ridge Landfill at 5110 Highway 301 or to the Household Hazardous Waste Facility at 2675 Commonwealth Avenue.

4) The cost of Initial Debris and Litter Removal shall be included the unit cost for Turfgrass Maintenance.

2.3 MOWING

A. Use a commercial grade, high production mowing equipment to mow all turf and other designated vegetation within each site and within the right-of-way adjacent to each site. Vegetation to be mowed (turfgrass) shall include: turf; native grasses; vines; weeds; and small trees and shrubs with a stem diameters of up to two inches (2") measured six inches (6") above the ground. Although some sites may have heavy litter and overgrowth, it is not the City's intention to require extensive site clearing.

B. The mowing heights for each group of parcels are shown in section C below. 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. Cutting height shall be measured with the mower on a flat paved surface. Slightly raise the cutting height when mowing on uneven ground surfaces to prevent the mower from scalping the turf.

C. Turfgrass Mowing Heights

(1) City Parks: Mow turfgrass to the height recommended by County Agent for the prevalent grass species found at each site, typically between 1.5 to 3 inches.

(2) Preservation Parks: Mow turfgrass to height of 2-3 inches.

(3) Downtown Parks: Mow Bermuda grass in downtown parks listed in Appendix C to a a height of 1 ½ to 3 inches where rotary mowers are required.

(4) Cemeteries: Mow turfgrass to a height of 3 to 4 inches.

D. Take extreme care to keep clippings off adjacent property. Mower discharge shall not face the adjoining property or street at any time. Inside the property, discharge the grass clippings away from parking lots, clay infields, flower/ shrub bed or mulch beds, drives, major walks and play areas.

E. The mowing operation shall result in a neat, uniform, finished cut equal to the cut provided by a small mower. A slightly rougher cut will be allowed in Preservation Parks.

F. The cost of Mowing shall be included in the unit price for Turfgrass Maintenance.

2.4 EDGING AND TRIMMING

A. During each mowing operation, use a mechanical edger to create a clean, sharp edge around all turf areas adjacent to paved walkways, curbing, roadways, driveways, parking lots, paved play courts, landscape beds, mulched tree rings and play areas surrounded by a plastic, metal or concrete border. After edging, remove vegetation which has grown over pavement and into plant beds.

B. Use a string trimmer within vegetated areas to trim grass adjacent to all vertical obstacles or structures such as buildings, play equipment, trees, walls, fences, street lights, utility poles, and sign posts. Also use string trimmer where vegetation is adjacent to

playgrounds surrounded with plastic edging. When using the string trimmer, be careful not to damage these structures, particularly tree trunks. Trim vegetation to match the mowing height.

C. Remove any small tree limbs or brush stems which are growing through a fence erected on the property line or within each work site where such vegetation is extending: into pedestrian paths and recreation use areas; into vehicular use areas, such as a parking lots and drives; or into a plant beds. Where vegetation extends over fences, remove overhead vegetation to a clearance height of 15 feet over vehicular areas and 8 feet over pedestrian areas.

D. The cost of Edging and Trimming shall be included in the unit price for Turfgrass Maintenance.

2.5 GENERAL WEEDING

A. During each mowing operation, remove all weeds, grass and vines from: paved areas including cracks and joints; loose or permanent surfacing , play equipment; and areas covered with concrete rip-rap, rock, or gravel. Weeds are considered vegetation, such as annual and perennial weeds, plant seedlings, and vines and turfgrass growing into park areas not intended for such vegetation. Weeding also includes the removal of vines growing on structures and fences.

B. Weeding may be accomplished by hand and by mechanical and chemical means with two exceptions; strings trimmers must be used along fence lines and under and around play grown equipment unless the CONTRACT MANAGER has approved the use of chemicals. 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 with a new plant of equal size at no cost to the CITY.

C. The cost of General Weeding shall be included on the unit price for Turfgrass Maintenance.

2.6 BED MAINTENANCE

A. Maintain beds during each scheduled mowing operation. Beds include plant beds, mulch beds with no shrubs and/or groundcovers, and circular beds around individual trees. 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, and excessive buildup of dead leaves where thickness of dead leaves exceeds 4 inches. additionally as directed by the contract manager the contractor may be required to remove leaves hat are causing and unsightly or unsafe condition. .

B. Weeding in beds may be accomplished by hand and by mechanical and chemical means. When using herbicide, strictly follow label instructions and avoid overspray on 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 with a new plant of equal size at no cost to the City.

C. The cost of Bed Maintenance shall be at the unit price established for Bed Maintenance in the Bid Proposal.

2.7 REMOVAL OF LITTER AND DEBRIS AFTER MOWING

A. Remove grass clippings, leaves and other debris generated by the mowing operation which is deposited on adjacent property; on paved play courts; on loose or permanent safety surfacing clay infields, plant beds and around play equipment; on Bermuda grass ball fields; and on pavement such as streets, driveways, parking lots, and walks within the park site and the adjacent right-of-way. Remove debris by sweeping, blowing and

vacuuming, except around areas with parked vehicles. In those areas around vehicles, use a vacuum only. Do not blow or sweep mowing debris into storm drains or water bodies.

B. Grass clippings may remain on vegetated areas so long as the clipping are gone within 48 hours. If grass clippings remain after 48 hours, the CONTRACT MANAGER may require the CONTRACTOR to return to the site and collect the remaining clippings at no additional cost to the CITY.

C. Include the cost of the collection of litter and debris before and after the mowing operation in the unit price for Turfgrass Maintenance. However, the CONTRACT MANAGER will reimburse the CONTRACTOR for the disposal fees charged by a legal disposal facility which accepted the litter/debris generated by the mowing operations. Collect, and deliver all yard waste (grass clippings, leaves, tree and shrub branches and other removed vegetation) to Old Kings Road Landfill at 8540 Old Kings Road or other legal disposal facility.

2.8 SPECIAL EVENT TURFGRASS MAINTENANCE

A. When special events are scheduled in a particular park, the CONTRACT MANAGER may require an adjustment in the CONTRACTOR's scheduled mowing operation so that the mowing operation occurs no more than five (5) days before the special event. The CONTRACT MANAGER will notify the CONTRACTOR of the schedule change at least ten (10) days before the special event.

B. Special Event Mowing is normally an adjustment to the established turf maintenance schedule and is not considered an additional service. Therefore, no additional payment will be made for this service, unless the CONTRACT MANAGER requests an additional turfgrass maintenance service visit.

2.9 PRUNING OF TREES, PALMS AND ORNAMENTAL PLANTS

A. Prune trees, palms, shrubs, groundcovers, and ornamental grasses during each mowing operation, unless otherwise stated.

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

C. Prune trees and palms to remove suckers, and to remove low hanging branches, palm fronds and palm fruit stems which interfere with vehicular or pedestrian areas and which can be reached from the ground with an 8 foot long pole saw extension. Vehicular areas, paved or unpaved, include parking lots, drives, and storage areas used or serviced by vehicles. Pedestrian areas are all park areas where a pedestrian can walk. When pruning, remove branches 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 2 inch diameter or less measured just above the branch collar.

D. Prune groundcovers and shrubs to remove damaged, broken, dead branches, and branches heavily infected with disease or insects. Also selectively prune back runners of groundcovers and stems of shrubs that have extended beyond the natural mass of the planting or beyond the plant bed line. Prune ornamental shrubs to maintain the current height or to develop a more natural height of the plants as directed by the CONTRACT MANAGER. Prune plants to maintain a neat appearance, to ensure full seasonal flower bloom, to develop a more natural shape and to direct plant growth into a continuous mass throughout the bed area where they are planted. Do not prune individual plants in mass plantings into formal shapes; i.e., individual round balls of dwarf yaupon.

E. Prune ornamental grasses once per year in February. Prune back each clump of grass to the ground. Ornamental grass clippings may be used as mulch below ornamental grasses.

F. Prune hedges to develop a uniform height and spread and to allow the individual shrubs to grown into a continuous row of vegetation without gaps.

G. Include the cost of the collection of debris generated by the pruning operation in the unit price for Turfgrass Maintenance established in the Bid Proposal. However, the CONTRACT MANAGER will reimburse the CONTRACTOR for the disposal fees charged by a legal disposal facility which accepted the debris generated by the pruning operations.

H. The cost of Pruning Trees, Palms and Ornamental Plants shall be included in the unit price for Turfgrass Maintenance established in the Bid Proposal.

2.10 FERTILIZATION

A. Fertilization is an additive alternate priced per application per 1000 square feet or fraction thereof, with a minimum area charge of 5000 square feet for each park selected for fertilization. If this service is requested at any time during the Contract, fertilize landscape areas identified by the CONTRAC MANAGER. If requested, fertilization will normally occur in March and, possibly, a second application in September.

B. 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. Fertilizer shall also include minor elements. Submit manufacturer's label to the CONTRACT MANAGER for approval before applying fertilizer.

C. Apply fertilizer at a rate which will apply ½ pound of nitrogen per 1000 square feet per application.

D. At the time of billing after each fertilizer application, submit delivery tickets from vendor showing the name of the manufacturer, brand of fertilizer, chemical ratio, bag weight and number of fertilizer bags.

E. The cost of fertilization shall be at the unit price established in the Bid Proposal.

2.11 INSPECTION, OPERATION, AND MAINTENANCE OF IRRIGATION SYSTEMS

A. The inspection, operation, and maintenance of irrigation systems is an additive alternate. If this service is awarded at any time during the Contract, provide the following services to the irrigation system in each park selected by the City.

B. Once a month, the CONTRACTOR shall inspect, adjust and maintain the irrigation system to insure efficient system operation.

C. Inspect each controller, which may be either a multi-station controller mounted on a pole or attached to the outside or inside a building or battery operated controllers installed inside valve boxes. Clean housing and controls, and adjust for proper cycling and station timing. Adjust the operation time (frequency and duration) of each zone to provide sufficient water for healthy growth of plants and to prevent saturation of the soil or run-off. Adjust the water time for seasonal variation of rainfall and to comply with local ordinances and the St. Johns River Water Management District regulations.

D. Inspect and adjust electric control valves and backflow preventers for proper function. Maintain manual valves and solenoid housing free of dirt and debris. Adjust pressure regulators (if present) to prevent misting of sprinkler heads.

E. Operate each station and inspect sprinkler heads for clogged nozzles and screens, head assembly damage, leaks, pop-up action and pattern of spray coverage. Clean and adjust sprinkler heads for proper operation and uniform water coverage of the landscaped areas. Adjust spray pattern to minimize water spray on sidewalks or pavement.

F. During the inspection and adjustment of each irrigation system note repairs needed and email a list of repairs to CONTRACT MANAGER within 5 work days after each

irrigation inspection. The CONTRACTOR is only responsible to report the repairs needed; irrigation repairs will be accomplished by others.

G. The price of Inspection, Operation and Maintenance of Irrigation Systems shall be at the unit price established in the Bid Proposal.

2.12 REMOVAL OF PORTIONS OF DOWNED TREES BLOCKING ROADS AND TRAILS

A. The CONTRACTOR shall remove the portion of downed trees blocking roads and trails in Preservation Parks. Cut-up the entire portion of a tree blocking a trail or road and clear from the area. Tree clearance shall include the shoulders of the trail or road. Also remove the portion of a downed tree lying in a normal mowing area. Push, pull or carry all parts of the tree (trunks, branches and exposed roots) into the adjacent woods. The downed tree should not be removed from the property.

B. Notify the CONTRACT MANAGER when downed trees are discovered blocking trails or roads. Remove the downed tree within 24 hours after receiving verbal or written authorization form the CONTRACT MANAGER to remove the obstruction.

C. The cost of Removal of Portions of Downed Trees shall be at the unit price per inch of trunk diameter established in the Bid Proposal multiplied by the length of trunk removed. For instance, a tree falls across a trail with a trunk diameter of 30 inches measured where the trunk crosses the trial. If the bid price was $1.00 per diameter inch per linear feet of trunk and the trunk diameter is 30 inches and the trail opening width is 20 feet, the calculation would be: 30" trunk diameter x $1.00 per diameter inch = $30.00 per linear foot of trunk x 20 feet of tree removed = $600.00.

2.13 TRAIL CLEARING

A. When requested by the CONTRACT MANAGER, remove the branches of underbrush and trees which are encroaching into the original area cleared for a park trail. Prune branches back to edge of the cleared area on both sides of the trail. Also prune back overhead tree branches that penetrate an overhead clear zone of 12 feet above the trial. Pruning shall not damage exiting trees. When clearing trails, the CONTRACTOR shall remain on the trail system and will not use equipment outside the trail when working within wooded or natural areas.

B. Remove debris generated by the trail pruning and deliver to the solid waste disposal facility. Include the cost of the collection and removal of debris generated by the clearing operation in the unit price for trail clearing. However, the CONTRACT MANAGER will reimburse the CONTRACTOR for the disposal fees charged by a legal disposal facility which accepted the debris generated by the clearing operations.

C. The cost of Trail Clearing shall be at the unit price established in the Bid Proposal.

(Remainder of page intentionally left blank.)

PART 3: LANDSCAPE MAINTENANCE OPERATIONS - CITY PARKS

3.1 SCOPE OF WORK

A. Provide Landscape Maintenance operations listed below in each City Park and adjacent right-of-way listed on Appendix A and C in accordance with the specifications described in Section 1 and 2 of the Special Conditions.

1) Turfgrass Maintenance (The work items a through f below shall be included in the Turfgrass Maintenance unit price per acre)

a. Initial Litter and Debris Removal
b. Mowing
c. Edging and Trimming
d. General Weeding
e. Removal of Debris Generated by the Work
f. Pruning of Trees, Palms, and Ornamental Plants

2) Bed Maintenance

B. Turfgrass Maintenance includes all turfgrass areas, except Bermuda grass ball fields.

C. The maintenance of Bermuda grass ball fields will be provided by others. Where Bermuda grass ball fields are encountered, stop Turfgrass Maintenance at the outside layout dimensions of each Bermuda grass ball field or at the fence line of each fence enclosed Bermuda grass baseball or softball field.

3.2 SCHEDULE OF LANDSCAPE MAINTENANCE OPERATIONS PER YEAR

A. Turfgrass Maintenance shall occur three (3) times per month from April through August, for a total of Fifteen (15) visits.

B. Turfgrass Maintenance shall occur two (2) time per month in the Months of March and September , for a total of four (4) visits

C. Turfgrass Maintenance shall occur one (1) time per month from October thru February, for a total of Five. (5) visits

D. Bed Maintenance shall occur concurrently with each mowing operation, or 24 times per year.

3.3 SCHEDULE OF LANDSCAPE MAINTENANCE HANNAH PARK OPERATIONS PER YEAR

A. Turfgrass Maintenance shall occur three (3) times per month from March through September, for a total of twenty one (21) visits.

B. Turfgrass Maintenance shall occur two (2) time per month in the Month of October for a total of (2) visits

C. . Turfgrass Maintenance shall occur one (1) time per month from November thru February, for a total of four (4) visits

D. Bed Maintenance shall occur concurrently with each mowing operation, or 27 times per year.

(Remainder of page intentionally left blank.)

PART 4: LANDSCAPE MAINTENANCE OPERATIONS - PRESERVATION PARKS

4.1 SCOPE OF WORK

A. Provide the following Landscape Maintenance services in each Preservation Park and adjacent right-of-way listed on Appendix B and D of the bid documents and as described in Section 1 and 2 of the Special Conditions.

1) Turfgrass Maintenance (The work items (a through f) below shall be included in the Turfgrass Maintenance unit price per acre)
   a. Initial Litter and Debris Removal
   b. Mowing
   c. Edging and Trimming
   d. General Weeding
   e. Removal of Debris Generated by the Work
   f. Pruning of Trees, Palms, and Ornamental Plants
   g. Bed maintenance
2) Tree Removal from Roads and Trails
3) Trail Clearing

B. Turfgrass Maintenance is limited to areas of the property initially cleared that are being maintained as open fields, pastures or as trails. Provide turfgrass maintenance to the open fields and the entire width of trail and trail shoulders currently being maintained. The trail may be paved or unpaved.

4.2 SCHEDULE OF LANDSCAPE MAINTENANCE OPERATIONS PER YEAR

A. Turfgrass Maintenance shall occur two (2) times per month from March through November, and one (1) time per month from December through February for a total of twenty one (21) visits. Refer to Appendix B and F for the list of Preservation Parks.

B Tree Removal from Roads and Trails shall occur as needed after approval by the CONTRACT MANAGER.

C Trail Clearing shall occur when requested by the CONTRACT MANAGER, usually 1 time per year.

(Remainder of page intentionally left blank.)

PART 5: LANDSCAPE MAINTENANCE OPERATIONS - DOWNTOWN PARKS - BERMUDA TURFGRASS MAINTENANCE

5.1 SCOPE OF WORK

Provide Landscape Maintenance services listed below to Bermuda turfgrass areas at each downtown park and adjacent right-of-way listed on Appendix C and as described in Section 1 and 2 of the Special Conditions.

Turfgrass Maintenance (The work items (a through g) below shall be included in the Turfgrass Maintenance unit price per acre)

a. Initial Litter and Debris Removal
b. Mowing
c. Edging and Trimming
d. General Weeding
e. Removal of Debris Generated by the Work
f. Pruning of Trees, Palms and Ornamental Plants
g. Bed maintenance

5.2 SCHEDULE OF LANDSCAPE MAINTENANCE OPERATIONS PER YEAR

Turfgrass Maintenance shall occur at the following frequency for a total of forty-three (43) visits per year:

1) Once a week from March through October for a total of thirty-four (35) visits.
2) Every two (2) weeks from November through February for a total of nine (8) visits.
3) These site are to be serviced on Wednesdays.

(Remainder of page intentionally left blank.)

PART 6: LANDSCAPE MAINTENANCE OPERATIONS -CEMETERY TURFGRASS MAINTENANCE

6.1 SCOPE OF WORK

Provide Landscape Maintenance services to each cemetery and adjacent right- of-way listed on Appendix D and as described in Section 1 and 2 of the Special Conditions.

Turfgrass Maintenance (The work items (a through g) below shall be included in the Turfgrass Maintenance unit price per acre)

a. Initial Litter and Debris Removal
b. Mowing
c. Edging and Trimming
d. General Weeding
e. Removal of Debris Generated by the Work
f. Pruning of Trees, Palms and Ornamental Plants
g. Bed maintenance

6.2 SCHEDULE OF LANDSCAPE MAINTENANCE OPERATIONS PER YEAR

Turfgrass Maintenance shall occur once a month from October thru March and 2 times monthly April thru September for a total of 18 visits.

6.3 CEMETERY MAINTENANCE SPECIAL REQUIREMETS

A. Do not use a mower with a weight that exceeds seven (7) pounds per square inch of weight per wheel.

B. Exercise due care at all times during the operations to prevent grave cave-ins and disturbance or damage to headstones and markers. All workers shall take extra safety precautions to avoid sunken ground and tripping hazards.

C. Delay operation of mechanical equipment during an interment when mourners are present.

(Remainder of page intentionally left blank.)