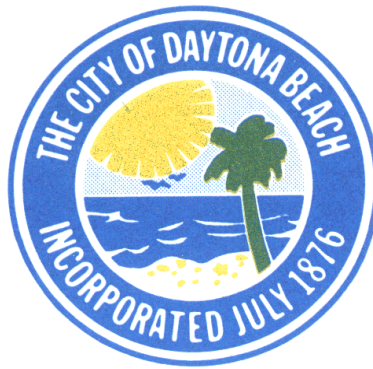


THE CITY OF DAYTONA BEACH

**LANDSCAPE MAINTENANCE FOR POLICE, FIRE,
& OTHER FACILITIES**

**INVITATION TO BID No. 19221
NIGP COMMODITY CODE 98836, 98852**



**THE CITY OF DAYTONA BEACH
PUBLIC WORKS-TECHNICAL SERVICES
P.O. BOX 2451
DAYTONA BEACH, FLA. 32115**

Issue Date: December 10, 2018

Non-Construction Service Bid BP 10/25/2018

Bidders who wish to receive updates for this solicitation make sure they have registered under the
Commodity Code above at: <https://purchasing.codb.us>, click vendor registration.

INVITATION TO BID

The City of Daytona Beach, Florida, will receive bids for **LANDSCAPE MAINTENANCE FOR POLICE, FIRE, & OTHER FACILITIES, Invitation to Bid No. 19221**, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until **2:00 p.m., on January 10, 2019**, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

Sealed bids must be addressed to:

Joanne Flick, Purchasing Agent
The City of Daytona Beach Purchasing Division
301 S. Ridgewood Ave., Room 146
Daytona Beach, FL, 32114

with "Sealed Bid for Citywide LANDSCAPE MAINTENANCE FOR POLICE, FIRE, CRA, & OTHER FACILITIES, ITB No. 19221" plainly written on the outside of the envelope.

The work includes maintenance and repair of all Police, Fire Department, CRA, and "Other" facilities listed to this agreement. The scope of services will include but not be limited to furnishing all labor, supervision, equipment, supplies, tools, materials, services and all other necessary incidentals required to perform complete landscape maintenance of all the areas as detailed in a manner that will maintain healthy turf, shrubs, and plants and present a clean, neat and professional appearance.

Bid Documents may be obtained as pdf files on-line at <http://purchasing.codb.us>. There is no charge for downloading bid documents. Contract Documents, including Drawings and Technical Specifications are on file at the Daytona Beach Purchasing Division, 301 S. Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114. All inquiries pertaining to this project which are mailed should be directed to Post Office Box 2451, Daytona Beach, Florida 32115-2451.

A Non-Mandatory Pre-Bid Conference will be conducted on December 17, 2018 at 10:00 AM, at Public Works Conference Room, 950 Bellevue Avenue #500, Daytona Beach, Florida, 32114. Interested Proposers are *urged* to attend.

The City of Daytona Beach, Florida, reserves the right to accept or reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

Bids may be held by the City of Daytona Beach for a period not to exceed sixty (60) days from the date of opening of bids for the purpose of reviewing the bid and investigating the qualifications of Bidders prior to awarding the contract. Contractors submitting bids to the City must comply with Article III of Chapter 30 of the Code of the City of Daytona Beach, Florida, "Minority and Women Owned Business Enterprises.

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA
By: KIRK ZIMMERMAN, CPPB
BUYER

Issue Date: December 10, 2018

INSTRUCTIONS TO BIDDERS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID SOLICITATIONS FOR GENERAL SERVICES ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.

1. BID DOCUMENTS. The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Standard Terms and Conditions; the Bid Proposal Form to be completed, signed, and submitted by the Bidder; and all additional forms provided by the City as part of this solicitation that are required to be completed and submitted by the Bidder as part of the Bid, regardless of whether these forms are described herein as exhibits or attachments to the Bid Proposal Form. Together, the Bid Proposal Form and the additional forms required to be submitted by the Bidder as part of the Bid, constitute the "Bid Package."

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

2. COMPLETING THE BID. In submitting the Bid, the Bidder must complete and include all Bid Package documents. In order for the Bid to be considered complete:

A. The Bidder must submit the information required, only on the forms provided by the City as part of the Bid Package, except where the Bid Documents specifically permit or require otherwise.

B. The City requests that the Bidder submit only the Bid Package. If the Bidder submits a Bid that includes any documents other than the Bid Package, these extraneous documents will be discarded. Only if the City awards a contract to Bidder will the Bidder be asked to sign the form contract included in this solicitation.

C. The Bid Proposal Form and the other documents included in the Bid Package, all contain blank spaces that the Bidder must complete. The Bidder must fill in these blank spaces in ink or by typewriter, and must initial with ink, all corrections and erasures to the information provided by the Bidder in these blank spaces.

D. Unless this solicitation contains Special Instructions allowing for partial or lot-by-lot bids, the Bidder must quote all unit prices and extended unit prices (if any) set forth in the Bid Package. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Package.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the standard and the alternative bid in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kind.

I. All other submittal requirements stated herein must be met.

3. SIGNING THE BID. The Bid Proposal Form, and all other Bid Package documents requiring the Bidder's signature, must contain an original signature of an individual who is authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. Electronic signatures will not be accepted. In addition:

A. If the Bidder is a general partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership.

B. If the Bidder is a joint venture, the Bidder must provide on separate signed sheet(s) of paper along with the Bid Proposal documents provided by the City, the full legal names of all persons/firms comprising the joint venture.

C. The person signing the Bid Proposal Form on behalf of the Bidder must be the same person who signs all of the other Bid Package documents.

4. REQUESTS FOR INTERPRETATIONS. If the Bidder is in doubt as to the meaning of any of the Bid Documents or any other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth below for delivery of the completed bid. Such requests must be received prior to bid opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation of the Bid Documents issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

Deadline for submitting questions will be 10 calendar days prior to bid due date.

No oral clarification or interpretation will be binding.

5. ADDENDA TO BID DOCUMENTS. Prior to bid opening, the City may on the City's own initiative or in response to a request for clarification, furnish addenda for additions or alterations to these Instructions, the Bid Documents, and to any Scope of Work, or other Contract Documents previously supplied by the City. In addition, the City may by addendum extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts to notify all potential Bidders of the issuance of an Addendum. The Purchasing Agent will post Addenda on the City's official web site. The City's Purchasing web site address is <http://purchasing.codb.us>.

However, the Bidder is solely responsible for ensuring that the Bid Package submitted reflects all such Addenda.

6. BID ENVELOPE. The Bid, including the Bid Form, all required Bid Documents, must be returned in an opaque, sealed envelope. The envelope must display the name and address of the Bidder, the bid number and title of the bid/contract as set forth on the Invitation to Bid, and the date and time scheduled for bid opening. The envelope must be addressed to:

Purchasing Agent
City of Daytona Beach
Room 146
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

7. SUBMISSION OF BID. The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for bid opening in the Invitation for Bids. A bid submitted after the time fixed for bid opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A bid submitted to any other location will not be considered. Telephonic, electronic, and faxed bids will not be considered.

8. AMENDMENT AND WITHDRAWAL OF BID. The Bidder may amend or withdraw the Bid at any time prior to bid opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to bid opening.

Amendments may be made only through the submission of a complete Bid Package, along with a written statement, signed by the same person who signed the Bid Package documents, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 8.

9. DISQUALIFICATION OF BIDDERS.

A. **Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all bid proposals submitted from the Bidder will be rejected.

B. **Collusion:** If the City determines that collusion exists among Bidders, the City will reject the bids of all participants in the collusion.

10. BID OPENING. Bid opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addenda that the City may issue. At bid opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsible to ensure that the Bid is time- and date-stamped by the Purchasing Agent prior to bid opening. Late bids will be rejected and returned unopened.

The Bidder may be present at bid opening but is not required to be present.

11. UNIT PRICING AND QUANTITIES. If this solicitation requests submission of unit prices: (i) the successful Bidder will hold all unit prices bid, firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii) quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

12. THE BID IS AN OFFER. In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following bid opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day-period will only be by agreement of the City and the Successful Bidder.

13. FEDERAL TAXES. The Bid Price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item Bid Price. Tax exemption certificates will be furnished upon request.

14. BID PRICE INCLUSIVE OF COSTS. The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work.

15. PUBLIC RECORDS. Sealed bids received by the City pursuant to the Invitation to Bid will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all bids will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is exempt from disclosure under the public records law, the Bidder must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed bid.

16. BID OPENING RESULTS. The Bidder may secure information pertaining to Bid Opening results by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 5:00 pm, or by emailing a request to purchasing@codb.us. Copies of bid tabulation sheets will be furnished upon request and receipt of a self-addressed stamped envelope.

17. BIDDER CAPABILITY/REFERENCES. Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate the Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

18. REVIEW; BASIS OF AWARD. Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the City Purchasing Code (Chapter 30 of the City Code of Ordinances). Any contract award pursuant to the Invitation to Bid will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

19. LOCAL PREFERENCE. The Purchasing Code, Chapter 30, Code of the City of Daytona Beach provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in City Code, the term, "local vendor" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest responsive bid is submitted by a non-local vendor, and a bid submitted by a local vendor is within 10% of the lowest bid, then these two vendors will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the Bidder submitting the lowest responsive bid or final bid. In case of a tie between a local vendor and a non-local vendor, the bid will be awarded to the local vendor.

If the Bidder intends to qualify as a local vendor, the Bidder must complete and sign the Local Vendor affidavit and submit it as part of the Bid. A Bidder who fails to properly complete and sign this affidavit or submit it with the Bid, will not further considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Bid, the City reserves the right to verify that the Bidder meets the definition of Local Vendor, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

20. IDENTICAL TIE BIDS. If there are two or more low responsive bids from responsible Bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the Bidder qualifying for local preference under Code 30-86; b) the Bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible Bidder as defined under the City Code 30-82 (9)(c). Please see the Drug Free Workplace form incorporated into this Invitation.

21. RIGHT TO ACCEPT OR REJECT BIDS. The City will reject bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion that the non-compliance is minor.

The City does not bind itself to accept the minimum bid stated herein, but reserves the right to accept any bid, which in the judgment of the City will best serve the needs and interests of the City.

22. RESERVED

23. CONTRACT DOCUMENTS. The draft Contract that will be executed by the City and the successful Bidder is included in these Bid Documents. The Contract will include, by attachment or by reference, the Bid Documents (including Addenda and Standard Terms and Conditions), the Bid Package submitted by the successful Bidder, the Resolution or Ordinance awarding the bid, any purchase orders requisitioning goods pursuant to the Contract, and any amendments that may after the date of award be executed by the successful Bidder, if any, and the City. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth in this Contract.

24. PURCHASE ORDERS. All purchase orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order any other with provisions of the Contract Documents, the other provisions of the Contract Documents will control.

25. PUBLIC ENTITY CRIMES. Any party submitting a bid in response to this invitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with the bid/proposal. The form is included on the bid proposal pages of the Bid Documents. All blank spaces in the Form must be completed.

26. SUBMISSION OF INSURANCE. The Successful Bidder must submit any required insurance on or before submission of the signed contract or prior to issuance of a notice to proceed.

27. COMPLIANCE WITH LAWS. The Bidder will be responsible for complying with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

The Successful Bidder must always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees, including the Occupational Safety and Health Administration's (OSHA) Excavation-Safety Standard, 29 C.F.R. § 1926.650 Sub Part P, and Chapter 90-96 Florida Statutes.

The Successful Bidder will protect and indemnify City and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by the

Successful Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of bid submittal. Required licensure must be maintained in full force and effect during the contract term.

28. MAINTENANCE OF LICENSES. The Bidder will maintain all required licenses in full force and effect during the contract term.

29. CITY'S FORM TERM SERVICES CONTRACT. The City's form service contract, which is included in this solicitation, contains additional terms and conditions, including indemnification and insurance requirements, that the Bidder should review prior to submitting the Bid. The City reserves the right to make minor changes to the form contract prior to execution by the successful Bidder to correct errors, make other minor formatting changes, or for legal sufficiency. The City will provide the successful Bidder the final contract for execution.

30. BIDDER RESPONSIBILITY FOR PREPARATION COSTS. Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

31. COOPERATIVE PURCHASING. All Bidders awarded contracts from this solicitation are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded Proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.

SPECIAL INSTRUCTION SHEET

SI 1. NON-EXCLUSIVE CONTRACT. Award of this Contract will impose no obligation on the part of the City to use the successful Bidder for all work of this type that may be required during the Contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if the City deems such action to be in the City's best interests. In the case of multiple term contracts, this provision will apply separately to each item.

SI 2. BIDDER QUALIFICATIONS AND REQUIRED SUBMISSIONS

(a) Contractor or Subcontractor Licensing and Minimum Qualifications. - The Contractor or Subcontractor will provide all necessary documentation to demonstrate compliance with the following minimum qualifications prior to the commencing to perform any services pursuant to this Agreement.

(b) Licenses - Contractor or Subcontractor must be fully licensed with all required State and/or Local government licenses and permits for pest control, irrigation, horticultural services, fertilizer applications and any other license or permit required to perform the scope of work outlined in this contract.

(c) Education and Degree - Contractor or Subcontractor must have at least one full time employee with a minimum Associates degree in turf management, agronomy, horticulture or a related field to manage this project. Include a copy of diploma with your submittal.

(d) Pesticide Certification - Contractor or Subcontractor must have a certified pesticide operator through the State of Florida, Florida Department of Agriculture and Consumer Services This individual will perform any pesticide applications for this project. Additionally, a list of personnel authorized to apply pesticides under that license will be provided and available for review at the City's request.

(e) Tree Trimmer- The Contractor or its subcontractor will perform tree pruning in accordance with the procedures set forth by the American National Standard Institute (ANSI 300).

SUBMITTAL CHECKLIST

The following are items that are required to be considered responsive. Make sure that each blank is filled out. Use NA (not applicable) rather than leaving blank.

included	Item(s) Required
	Bid Proposal Form
	Bid Schedule
	Non-Collusion Affidavit
	Florida Public Entity Crime Form
	OSHA Safety Standard Certification
	Local Contractor Affidavit <i>only if filing for local preference</i>
	Drug Free Workplace / Tied Bids
	Copy of diploma for SI3(c)
	Label the outer most package with the following: Bid Number Date of the Opening Contractor Name and Address

BID PROPOSAL FORM
LANDSCAPE MAINTENANCE FOR POLICE, FIRE,
& OTHER FACILITIES
ITB #: 19221

TO THE MAYOR AND COMMISSIONERS
THE City OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by _____
(insert Bidder's full legal name; include D/B/A if applicable)

Business Address: _____
(include P.O. Box/street address, city, state and zip code)

Business Phone: _____ Business Fax: _____
(include area code) (include area code)

Business Email: _____
(leave blank if n/a)

The undersigned, as BIDDER or BIDDER's authorized representative, hereby declares and affirms each of the following:

1. That BIDDER has had the opportunity to examine the facilities where the services are to be performed and is fully informed in regard to all conditions pertaining to the site(s).
2. That BIDDER has thoroughly examined the Contract Documents and that BIDDER is sufficiently knowledgeable of the services to be performed.
3. That, pursuant to and in compliance with the Bid Package, including all Contract Documents, the BIDDER hereby agrees to furnish all labor, materials, and equipment required to perform the services in strict accordance with the Contract Documents and for the Unit and/or Lump Sum prices herein for the prices stated in the attached Bid Schedule.
4. That BIDDER agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents

BID PROPOSAL FORM, cont.

5. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, the Bidder will be entitled to payment based upon the services performed and accepted, as specified in the Contract Documents.

6. That BIDDER has received the following Addenda (*leave blank if inapplicable*):

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

(list any additional Addenda by number and date): _____

7. That BIDDER has completed the required information required in this Bid Proposal Form and other documents comprising the Bid Package truthfully.

8. That this Bid is an offer, and may be accepted by the City's issuance of a Contract to the BIDDER. BIDDER will be fully bound by all contractual terms and conditions set forth herein; provided, however, that if the Bid Documents call for alternative bids any alternative bids not specifically accepted the City in the notice of award will not be a part of the Contract.

9. In the event that any notice needs to be sent during the course of any contract that may result from this solicitation please specify the name, address, phone, fax, and email of the person to contact.

Name: _____ Phone: _____

Address: _____ Fax: _____

Email: _____

(Remainder intentionally left blank)

BID PROPOSAL FORM, cont.

10. That BIDDER is (mark the appropriate box and include the additional information, as applicable):

- ☐ An individual person/sole proprietor
- ☐ A Florida corporation/ limited liability company
- ☐ A foreign corporation/limited liability company authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- ☐ A Florida limited partnership
- ☐ A foreign limited partnership authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- ☐ A general partnership (provide partner names on separate, signed sheet of paper)
- ☐ A joint venture**
- ☐ Other _____ (specify, including type of entity)

* (If BIDDER is a foreign corporation or foreign limited liability company, attach proof of registry from State of Florida)

** (provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.

11. That the name, title, mail address, cell phone and email address of the person who will serve as the Designated Representative of BIDDER if the contract is awarded to BIDDER, is as follows:

In signing below, I certify that I am the above-named BIDDER or a person duly authorized by BIDDER to bind BIDDER to these terms and conditions.

Date signed: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

LANDSCAPE MAINTENANCE FOR POLICE, FIRE, CRA, & OTHER FACILITIES

ITB #19221

FEE SCHEDULE

Location A : HEADQUARTERS - 129 VALOR DR.		UOM	Qty	Unit price	Annual amount
Base Maintenance	Monthly	12		\$	-
Irrigation Service - 18 Zones	Monthly	12		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Mulch - Installed as Needed	Per Yard	150		\$	-
					Subtotal \$ -
Location B : SOUTH YARD/K-9 LOT – 129 VALOR DR.					
Base Maintenance	Monthly	12		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Mulch - Installed as Needed	Per Yard	50		\$	-
					Subtotal \$ -
Location C : A1A - MID TOWN SUBSTATION – 995 ORANGE AVE.					
Base Maintenance	Monthly	12		\$	-
Irrigation Service - 4 Zones	Monthly	12		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Mulch - Installed as Needed	Per Yard	100		\$	-
					Subtotal \$ -
Location D : DISTRICT TWO – 510 HARVEY ST.					
Base Maintenance	Monthly	12		\$	-
Irrigation Service - 5 Zones	Monthly	12		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Mulch - Installed as Needed	Per Yard	100		\$	-
					Subtotal \$ -
Location E : LOT – 638 MADISION AVE.					
Base Maintenance	Monthly	12		\$	-
Irrigation Service - 4 Zones	Monthly	12		\$	-
Fert/Pest Control– Turf	Each	6		\$	-
Fert/Pest Control– Tree/Shrub	Each	4		\$	-
Mulch - Installed as Needed	Each	100		\$	-
					Subtotal \$ -
Location F : STATION 1 – 301 S. BEACH ST.		UOM	Qty	Unit price	Annual amount
Base Maintenance	Monthly	12		\$	-
Irrigation Service - 2 Zones	Monthly	12		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Mulch - Installed as Needed	Per Yard	100		\$	-
					Subtotal \$ -
Location G : STATION 2 – 126 BOTEFUHR AVE.					
Base Maintenance	Monthly	12		\$	-
Irrigation Service - Zones	Monthly	12		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Mulch - Installed as Needed	Per Yard	100		\$	-
					Subtotal \$ -
Location H : STATION 4 – 1675 MASON AVE.					
Base Maintenance	Monthly	12		\$	-
Irrigation Service - 6 Zones	Per Service	12		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Mulch - Installed as Needed	Per Yard	150		\$	-
					Subtotal \$ -
Location I : STATION 5 – 627 N NOVA RD.					
Base Maintenance	Monthly	12		\$	-
Irrigation Service - 6 Zones	Per Service	12		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Mulch - Installed as Needed	Per Yard	150		\$	-
					Subtotal \$ -

Base Maintenance	Monthly	12		\$ -
Irrigation Service - 4 Zones	Monthly	12		\$ -
Fert/Pest Control– Turf	Per Service	6		\$ -
Fert/Pest Control– Tree/Shrub	Per Service	4		\$ -
Mulch - Installed as Needed	Per Yard	100		\$ -
				Subtotal \$ -
Location J : STATION 6 – 2020 BEVILLE RD.				
Base Maintenance	Monthly	12		\$ -
Irrigation Service - 6 Zones	Monthly	12		\$ -
Fert/Pest Control– Turf	Each	6		\$ -
Fert/Pest Control– Tree/Shrub	Each	4		\$ -
Mulch - Installed as Needed	Each	100		\$ -
				Subtotal \$ -
Location K : STATION 7 – 2545 LPGA BLVD	UOM	Qty	Unit price	Annual amount
Base Maintenance	Monthly	12		\$ -
Irrigation Service - 6 Zones	Monthly	12		\$ -
Fert/Pest Control– Tree/Shrub	Per Service	4		\$ -
Fert/Pest Control– Turf	Per Service	6		\$ -
Mulch - Installed as Needed	Per Yard	100		\$ -
				Subtotal \$ -
Location L : 847 ORANGE AVENUE				
Base Maintenance	Monthly	12		\$ -
Fert/Pest Control– Turf	Per Service	6		\$ -
Fert/Pest Control– Tree/Shrub	Per Service	4		\$ -
Mulch - Installed as Needed	Per Yard	100		\$ -
				Subtotal \$ -
Location M : 412 GRANDVIEW AVENUE (CRA)				
Base Maintenance	Monthly	12		\$ -
Fert/Pest Control– Turf	Per Service	6		\$ -
Fert/Pest Control– Tree/Shrub	Per Service	4		\$ -
Mulch - Installed as Needed	Per Yard	100		\$ -
				Subtotal \$ -
Location N : 146/148 GRANDVIEW AVENUE				
Base Maintenance	Monthly	12		\$ -
Fert/Pest Control– Turf	Per Service	6		\$ -
Fert/Pest Control– Tree/Shrub	Per Service	4		\$ -
Mulch - Installed as Needed	Per Yard	150		\$ -
				Subtotal \$ -
Location O : 34 GRANDVIEW AVENUE				
Base Maintenance	Monthly	12		\$ -
Fert/Pest Control– Turf	Each	6		\$ -
Fert/Pest Control– Tree/Shrub	Each	4		\$ -
Mulch - Installed as Needed	Each	100		\$ -
				Subtotal \$ -
Location P : 41 OLEANDER AVENUE	UOM	Qty	Unit price	Annual amount
Base Maintenance	Monthly	12		\$ -
Fert/Pest Control– Tree/Shrub	Per Service	4		\$ -
Fert/Pest Control– Turf	Per Service	6		\$ -
Mulch - Installed as Needed	Per Yard	50		\$ -
				Subtotal \$ -
Location Q : 32 HOLLYWOOD AVENUE				
Base Maintenance	Monthly	12		\$ -
Fert/Pest Control– Turf	Per Service	6		\$ -
Fert/Pest Control– Tree/Shrub	Per Service	4		\$ -
Mulch - Installed as Needed	Per Yard	50		\$ -
				Subtotal \$ -
Location R : 525 MADISON AVENUE				
Base Maintenance	Monthly	12		\$ -
Fert/Pest Control– Turf	Per Service	6		\$ -
Fert/Pest Control– Tree/Shrub	Per Service	4		\$ -

Mulch - Installed as Needed	Per Yard	50		\$	-
				Subtotal	\$ -
Location S : LOT – 990 ORANGE AVENUE (old Police Station)					
Base Maintenance	Monthly	12		\$	-
Fert/Pest Control– Turf	Per Service	6		\$	-
Fert/Pest Control– Tree/Shrub	Per Service	4		\$	-
Mulch - Installed as Needed	Per Yard	50		\$	-
				Subtotal	\$ -
Location T : 129 VALOR- “Pump” (water tank)					
Base Maintenance	Monthly	12		\$	-
Fert/Pest Control– Turf	Each	6		\$	-
Fert/Pest Control– Tree/Shrub	Each	4		\$	-
Mulch - Installed	Per Yard	50		\$	-
				Subtotal	\$ -
IRRIGATION PARTS COST -- INSTALLED COST:					
Rainbird TBOS battery operated controller	Each	10		\$	-
Hunter 1 ½” ICV-FS electric valves	Each	25		\$	-
Hunter 1 ” ICV-FS electric valves	Each	5		\$	-
Hunter PRS-30 12” pop-up spray heads	Each	50		\$	-
Hunter PRS-30 6” pop-up spray heads	Each	100		\$	-
Hunter PGP Rotor heads	Each	100		\$	-
				Subtotal	\$ -
IRRIGATION PARTS COST – INSTALLED COST:					
Forman	Per Hour	96		\$	-
Technician	Per Hour	96		\$	-
Laborer	Per Hour	96		\$	-
				Subtotal	\$ -
PLANT MATERIAL PRICING:					
Zamia furfuracea	each	15		\$	-
Muhlenbergia capillaris	each	50		\$	-
Illex Vomitora "nana"	each	50		\$	-
Rhaphiolepis indica	each	50		\$	-
Schefflera Arboricola	each	50		\$	-
Hamelia Patens	each	50		\$	-
Pennisetum setaceum	each	50		\$	-
Tulbaghia Viblacea	each	100		\$	-
Lantana	each	100		\$	-
				Subtotal	\$ -
PALM TREE TRIMMING - PRICING:					
Palm Tree Trimming - SABLE	Per Tree	200		\$	-
Palm Tree Trimming - OTHER	Per Tree	200		\$	-
Palm Tree Trimming - WASHINGTONIAN	Per Tree	12		\$	-
				Subtotal	\$ -
GRAND TOTAL					\$ -

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn deposes and says that:

- (1) He is _____ of _____.
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____
(Signature)

Name Typed: _____

Title: _____

Bidder: _____

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)

My commission expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, insert the Social Security Number of the individual signing this sworn statement above:

 2. I understand that a “public entity crime” as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
 3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
 4. I understand that an “affiliate” as defined in Paragraph 287.133(l)(a), Florida Statutes means:
 - (a) A predecessor or successor of a person convicted of a public entity crime, or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on Information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (*Indicate which statement applies.*)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (*attach a copy of the final order.*)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ (Type of identification)

Notary Public - State of _____

By: _____

My commission expires _____

(Printed typed or stamped
commissioned name of Notary Public)

Form PUR 7068 (Rev. 06/18/92)

OSHA SAFETY STANDARD CERTIFICATION

The Bidder will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R.s 1926.650 Sub Part P. and Chapter 90-96 Florida Statutes.

Name of Bidder: _____

Signature

Name Typed: _____

Date: _____

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with OSHA Safety Standard is as follows:

	<u>No. of Units</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>	<u>Total</u>
1. Trench Excavation		L.F.	\$	\$
2. Sheeting/Shoring		S.F.	\$	\$

Bidder: _____

Signature: _____

Date: _____

Name Typed: _____

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Bidder's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF BIDDER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including, zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.
(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature *(Must be same person as person signing the Bid Proposal)*

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)

My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Bidder's Local Preference claim.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - If there are two or more low responsive bids from responsible Bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the Bidder qualifying for local preference under Code 30-86; b) the Bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible Bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business will:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1).
- 4) In the statement specified in subsection 1), notify the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation occurring in the workplace no later than five days after such conviction.
- 5) Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(Signature)

SPECIFICATIONS FOR POLICE, FIRE & OTHER PROPERTIES

SECTION 1: SCOPE OF SERVICES:

The scope of this Contract includes maintenance and irrigation inspection and repair of all Police, Fire, and "Other" facilities listed to this agreement. The scope of services specified in this contract includes but is not limited to furnishing all labor, supervision, equipment, supplies, tools, materials, services and all other necessary incidentals required to perform complete landscape maintenance of all the areas as detailed in a manner that will maintain healthy turf, shrubs, and plants and present a clean, neat and professional appearance.

SECTION 2: GENERAL:

The City of Daytona Beach requires landscape maintenance and irrigation services at City of Daytona Beach Fire Stations, Police facilities, & other facilities as specified in this ITB. The Term of the Contract will be three (3) years after date of City Commission approval, with two (2) annual renewal options for one year each.

Each location will be serviced in accordance with the Maintenance Specifications weekly (once per week) from May 1 through October 31 and twice monthly (2 times per month) from November 1 through April 30. The Police Department K-9 Yard will be serviced once a week for the duration of the contract.

Services include mowing; edging; string trimming; hedge trimming; weeding; fertilizing; mulching; irrigation inspection and repair; pest control; to include insects, weeds and disease and debris removal.

SECTION 3: SERVICE LOCATIONS:

Tasks outlined in the Maintenance Specifications will be provided at the following Service Locations. All addresses are in the City of Daytona Beach.

Item #	Address	# of annual events	Acreage
	<u>POLICE STATIONS</u>		
1	HEADQUARTERS – 129 VALOR DRIVE	38	21.18
2	SOUTH YARD/K-9 LOT – 129 VALOR DRIVE	52	1.07
3	MID TOWN SUBSTATION – 995 ORANGE AVENUE	38	.38
4	DISTRICT TWO – 510 HARVEY STREET	38	.73
5	LOT – 638 MADISION AVENUE	38	.38

Item #	Address	# of annual events	Acreage
	<u>FIRE STATIONS</u>		
6	STATION 1 – 301 S. BEACH STREET	38	.97
7	STATION 2 – 126 BOTEFUHR AVENUE	38	.52
8	STATION 3 – 945 N HALIFAX AVENUE	38	2.22
9	STATION 4 – 1675 MASON AVENUE	38	1.34
10	STATION 5 – 627 N NOVA ROAD	38	.86
11	STATION 6 – 2020 BEVILLE ROAD	38	1.07
12	STATION 7 – 2545 LPGA BLVD	38	2.15
	<u>OTHER FACILITIES</u>		
13	DUPLEX & CONTIGUOUS LOT-146/148 GRANDVIEW AVENUE	38	.36
14	LOT-412 GRANDVIEW AVENUE	38	.19
15	LOT 32 HOLLYWOOD AVENUE	38	.14
16	LOT-34 GRANDVIEW AVENUE	38	.11
17	LOT-41 OLEANDER AVENUE	38	.10
18	525 MADISON AVENUE	38	.25
19	PLAZA-847 ORANGE AVENUE	38	.18
20	LOT – 990 ORANGE AVENUE (old Police Station)	38	1.86
21	129 VALOR- "Pump" (water tank)	24	.94

SECTION 4: DEPARTMENT CONTACTS:

The Department Contacts will be notified when services are being provided. Monthly invoices will be submitted to each individual department for services provided to that department. The Department Contacts are:

Fire Department: Michael Harvey
386-671-4008
harveymichael@dbfd.us

Police Department Officer Nick Fiore
386-671-5291
fioren@dbpd.us

SECTION 5: FREQUENCY:

Each site will be serviced according to the following schedule. Each time service is provided will be referred to as an "Event"

January 1 through December 31:	Police K-9 Yard serviced one time per week Police K-9 Yard will be serviced every Wednesday of each week.
May 1 through October 31:	All Service Locations serviced in accordance with the Maintenance Specifications one time per week
November 1 through April 30:	All Service Locations (except Police K-9 Yard) serviced twice each month.
January 1 through December 31:	The 129 Valor- "Pump" (water tank) will serviced twice per month for the duration of this contract.

SECTION 6: MAINTENANCE SPECIFICATIONS – GENERAL:

A. Base Maintenance will include everything described in this document that is not itemized on the fee schedule including but not limited to litter control (trash & debris removal), turf mowing, edging, trimming, shrub, tree, and palm maintenance, weed control, and maintenance of traffic.

Base maintenance does not include 1) irrigation service; 2) fertilizer for turf, trees, and shrubs; 3) pest control for turf, trees, and shrubs; or 4) mulch.

B. Irrigation.

All irrigation systems will be inspected for optimal operation upon each maintenance service event performed. Inspections will consist of the Contractor turning the system on and off as well as a visual check of each zone of irrigation system. Any malfunctions, broken heads, leaks, or other problems with the irrigation systems will be repaired and reported to the Department Contact. Repairs will be made to the irrigation system in accordance with the "Irrigation" section 7N. Location of controllers will be provided to Contractor. The City will ensure that the irrigation systems are adequate and functional, as installed, before the Contractor commences work under this Contract. The Contractor will be responsible for all repairs beyond the control valves. The City will be responsible for repairs from control valves back to the pump station. Only the following equipment is to be used when replacing faulty or broken sprinkler heads; **Pop-up/ Mist heads- Toro 570 or Hunter PRS** series with appropriate nozzle to match existing precipitation rates. **Rotor heads- Hunter PGP's** with appropriate nozzle to match existing precipitation rates.

C. Turf.

All turf will be mowed to height of 3" to 4", including under tables and bleachers.

1. Contractor will perform weed eating, edging, and blowing of cut grass at each Service Location according to the schedule outlined in Frequency.
2. Trash and debris removal will be performed each time the Service Location is mowed. All debris will be disposed of properly.
3. Trimming will be performed wherever landscaped areas abut paved areas including sidewalks, landscape beds, driveways, roadways, and curbs.
4. Blowing of cut grass into landscape beds, storm drains, roadways, sidewalks, driveways, or buildings is prohibited.

D. Landscape Beds

1. All landscape beds will be kept weed free at all times by manual or chemical means.
2. All shrubbery will be kept trimmed in a manner so as not to touch any building, block any windows, signage, sidewalk, entryways, roadways, or driveways where it could result in a view obstruction.
3. All landscape beds will be mulched twice yearly with a natural hardwood mulch. Cypress mulch is prohibited.
4. Fire Station 6 and 7 will require major clean up at the beginning of the contract and will be maintained as part of standard maintenance practice and schedule thereafter. Major clean up includes but is not limited to the following tasks:
 - a. Station 6
 1. Clear north side of station, from northwest corner to east end of canopy, 15' wide clearance.
 2. Clear driveway on both sides. All vines, shrubs, and small caliper trees (less than 2") will be removed from landscape bed from Beville Road to south bed line.
 3. Palmetto Palms are to remain.
 4. All trees will have 10' clear trunk.
 - b. Station 7- Clear west side of station, from southwest corner to north end of canopy.
 1. All vines, shrubs, and small caliper trees (less than 2") will be removed from the bed.
5. All beds in training areas (item 2), are to be mulched or sand beds will be edged and cleaned at each visit.

E. Weed Control/Hard Surfaces.

Hard surfaces such as driveways, roadways, sidewalks, curbs, storm drains, parking lots, building perimeters, brick pavers, signage, utility poles, air conditioning units, picnic tables, fence lines (inside and out), and any other amenities will be kept weed free by mechanical or other means.

F. Fertilization and Pest Control

1. All plants and turf will be kept pest and disease free.

2. Fertilizer used will meet Florida-friendly fertilizer requirements pursuant to Section 403.9337 F.S.
3. Apply weed and feed product that is phosphorus-free and atrazine- based to St. Augustine /Floritam turf in April, July and October. No separate payment will be made for this application.
4. All shrubbery will be fertilized with a balanced plant & tree product in late March and mid-July. No separate payment will be made for this application.
5. All personnel applying fertilizer will possess a limited certification for urban landscape commercial fertilizer application.
6. All personnel applying herbicides and pesticides will possess proper certification and licensing from the Florida Department of Agriculture and Consumer Services (FDACS)

G. Plant Replacement.

Any plant or turf requiring replacement not caused by the Contractor's failure to mitigate adverse conditions will be performed upon request at the City's expense. No plant or turf will be replaced without prior written authorization. Payment for replacement plants or turf will be made at cost without mark up. The City will pay a reasonable number of hours, at the bid price, for such replacement.

H. Main Police Headquarters.

Both sides of the sidewalk will be mowed to Williamson Rd.

SECTION 7: CONTRACTOR'S RESPONSIBILITIES:

Contractor will provide supervised staff for all aspects of operation and maintenance, and for all costs including hiring, training, and administering all personnel-related issues to complete the maintenance requirements at all facilities.

Contractor will provide a sufficient number of certified, qualified personnel, including management, operational, and technical, who meet relevant legal requirements and certifications regarding operation and maintenance according to the State of Florida and are capable and demonstrate experience necessary to operate and maintain the facilities.

Contractor will specifically provide a sufficient number of supervised staff to complete the maintenance duties at each service cycle.

A. Supervision. Contractor will provide quality control and all other services necessary to perform the work. The Contractor will, at all times, enforce good order among Contractor's employees and independent contractors, and will not employ on the work site an unfit person or anyone not skilled in the work assigned to him or her. Subcontractors, employees or independent contractors of the Contractor whose work is unsatisfactory to the City or who are considered by the City's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person will be dismissed from work with the City and will not be permitted to provide services pursuant to this Agreement. No individual employed by Contractor will use any liquor, alcoholic beverages or drugs while performing any services.

B. Supervisor. Contractor will identify a Supervisor for this Agreement, and the Supervisor will be available by cellular telephone at all times. The Supervisor will be able to manage all facets of Grounds Maintenance. The Supervisor must be fluent in English, have excellent communication skills, and be capable of directing all regular maintenance and additional services and coordinating the services provided pursuant to this Agreement with the designated City representative. The Supervisor will constantly use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting all City property which is subject of this Agreement. The Supervisor will be the single point of contact.

C. Employee/Independent Contractor's Performance.

The City reserves the right to request the removal of a Contractor's employee/independent contractor from performing maintenance on the City's grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the City's interest.

Contractor will provide ongoing training and education for appropriate personnel in all necessary areas of operations, management, maintenance, repair, safety, and supervisory skills.

Contractor will meet with representatives of the City as needed and as requested by the City or, at minimum at least monthly, to review operations, reports and costs. Contractor will maintain a professional, responsible and responsive working relationship with representatives of the City, regulatory authorities and the public. Contractor at all times will be responsible to coordinate all work with the City's representatives so as not to cause any disruptions of any scheduled events.

While performing services, Contractor will keep all vehicles and equipment in good repair, free from leaking fluids, properly registered, of uniform color and will bear the company name on each side in not less than 1" letters.

D. Litter Control. Contractor will retrieve and dispose of all litter and debris at each service. This will include constant monitoring of the grounds of the City facilities prior to service and during maintenance operations and disposing of all litter and debris as needed.

E. Turf Mowing. Contractor will provide the City representative with a monthly mowing schedule prior to service. This section will apply to all common areas, areas along canals, other bodies of water, parking lots and any other area as part of the Facilities that requires mowing. Mowing wet grass will be avoided when possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns will be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface will be removed the same day as the mowing service is performed. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, or drains. In the event that this occurs, the materials will be removed immediately. Mow only with a rotary mower at the following frequencies for a total of 38 cuts per year: 2x monthly in November through April; 4x monthly in May through October. The cutting height will be a minimum 3" to a maximum 4" above soil level. The mowing height will be adjusted at the discretion of the City's representative and provided by written notification a minimum of one week in advance. No mowing height adjustments are to be made without authorization from City's representative. It will be the Contractor's responsibility to make recommendations based on observed conditions and seasonal adjustments.

Prior to the commencement of the maintenance program, the Contractor will have thirty (30) days from the start of contract to inspect the turf, sod and landscaping conditions and report existing

major damage to the City. The City will repair any major damage existing prior to the start of the contract to ensure a functioning system upon commencement of the contract. The Contractor will be responsible for the integrity of the turf, sod, and landscaping after this initial inspection report and subsequent corrections.

F. Edging/Cleanup. Contractor will trim and properly edge all shrub and flowerbeds as well as tree rings, curbs, walkways, lighting and all other obstacles in the landscape at each service and remove clippings. Damage to property or existing vegetation caused by improper trimming or edging will be repaired or replaced within 48 hours at the Contractor's expense. All walks and other paved areas will be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting will be wiped, blown off, or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas will be raked and cleaned of clippings, leaves, sticks, twigs and all litter at each service cycle. All mowing schedules will be subject to approval by the City's representative. This section will apply to all common areas, parking lots, and any other area as part of the Facilities that requires edging and cleanup.

G. Shrubs and Trees Maintenance. Contractor will prune all hedges, shrubs and ground cover material monthly to insure the best shape, health and character of the individual plant- (up to a height of ten (10) feet). Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

Ground cover plants will be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc.

This section will apply to all common areas, parking lots and any other area as part of the Facilities that contains shrubs, trees, and palm maintenance. Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem so that the healing can readily start under normal conditions. On plant material known to be diseased, disinfect tools after each plant. Prune only at the time of season proper for the variety. Prune or trim at least twice each growing season to keep the natural shape of the individual plant. Removal of dead limbs, branches and fronds from all plant material will be ongoing (up to a height of 10 feet). No pruning should be performed to live wood that would affect the fullness or intended character of the planting. Remove all sucker growth from the base of trees on an as needed basis. Remove any limbs, which pose a threat to public safety (up to a height of 10 feet).

H. Fertilization. Contractor will provide a schedule of fertilization dates and fertilizer analysis, subject to approval by City's representative prior to application. This section will apply to all common areas, parking lot islands, medians and any other area as part of the Facilities that requires fertilization. The fertilizer used will be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type and the time of year. Applications will proceed continuously, once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it will be removed immediately to prevent staining or hazardous condition. Contractor will have the soil tested a minimum of one (1) time yearly, in February, to determine required base nutrients and amendments, and more often if necessary to diagnose problem areas. Any grass and other plants damaged by over-fertilization or improper "watering-in" of fertilizer will be replaced at the Contractor's expense. Amendments needed, as indicated by soil sampling and not outlined in the section, will be authorized and negotiated at the City's discretion. Contractor must have and provide a copy of a limited certification for urban landscape commercial fertilizer by the Florida Department of Agriculture

and Consumer Services. Additionally, Contractor must have and provide a completed certification in the Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries offered by the Florida Department of Environmental Protection through the University of Florida IFAS Florida-friendly Landscapes program.

I. St. Augustine Grass and other Turf. Contractor will fertilize areas four (4) times per year at a rate of 1 lb. of Nitrogen per 1,000 square feet. The N, P, K ratios will vary with the time of year of the application and the results of soil analysis. Fertilizer analysis will not exceed 5% phosphorous and must be a minimum of a 75% slow release fertilizer product. The “slow release” mechanism will be determined or limited by soil analysis.

Fertilizer will be applied in the months of February, May, August and October.

The February and October applications will include a pre-emergent herbicide product capable of lasting approximately ninety (90) days. (Example; Oxadiazon (Ronstar) at a rate of two (2) pounds of active ingredient per one thousand (1000) square feet). Fertilizer analysis and pre-emergent chemical product alternatives may be proposed and adopted upon prior written approval of the City. The City’s representative will authorize the use of all fertilizer and chemical products.

The May and August application will include a weed control product (such as Atrazine).

The May and October applications will include a broad spectrum insecticide.

Contractor will apply two (2) complete applications of a pre-approved, pre-emergent on the Facilities turf that requires fertilization.

Contractor will adhere to Volusia County, Florida Fertilizer “blackout” ordinance, Chapter 50, Section 50.523 through 50.529 and provide alternative fertility applications between June 1st and September 30th.

J. Shrubs & Ground Cover. The Contractor will establish a program that will fertilize all shrubs and ground cover, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. The fertilizer for all planted shrubs and ground cover will meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. Fertilizer analysis will not exceed 5% phosphorous and must be a minimum of a 75% slow release fertilizer product. At least 50% of the slow release nitrogen must be from a non-water soluble organic source. All shrubs and ground covers will be fertilized by broadcasting by hand over the beds four (4) times per year. Fertilizer should be applied in the spring, summer, fall and winter at 1.5 to 3 lbs. Nitrogen per 1,000 square feet.

K. Trees & Palms - The Contractor will establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of tree and the time of year this work will be undertaken. The fertilization schedule will be provided to the City's representative not less than one (1) month prior to application. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer will be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition will be subject to approval by the City's representative in writing.

The fertilizer for all the planted hardwood trees will meet proper horticultural standards with an N, P, K ratio of 4: 1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a slow release non-water soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the City's representative. Hardwood trees will be fertilized twice (2) yearly, March and September, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree. Palms

will be fertilized four (4) times yearly with an N, P, K analysis of 8-2-12 or approved equivalent + 4 units of Mg . No substitutions allowed and 100% of the N, K and Mg must be controlled release.

L. Pest and Disease Management. Contractor will control or eradicate diseases and infestations of chewing or sucking insects, leaf miners, fire ants and other pests including white fly (except on trees) by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary, at contractor expense. The Contractor will respond within 72 hours after a request or notice from City's representative. The Contractor will be fully licensed to spray pesticides, and will use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. Contractor must possess a restricted use pesticide applicators license with Turf and ornamental classification. This section will apply to all common areas, parking lot islands and any other area as part of the Facilities that requires pest and disease management.

M. Application of Herbicides. Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All turf, planting beds and tree rings will be maintained in a weed free condition. All applications will be performed by persons holding a valid herbicide application license as issued by the State of Florida and will be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the City's representative as to type, location and method of application. The Contractor will exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such over-spray will be restored at the Contractor's expense. This section will apply to all common areas, parking lots and any other area as part of the Facilities that requires the application of herbicides.

N. Irrigation. Contractor will be responsible for the operation and maintenance of automatic irrigation systems, and for setting and adjusting the time clocks to insure proper watering of all plant material and turf in the landscape. Irrigation schedules must comply with City, Volusia County and Florida Water Management District watering restrictions. This section will apply to all common areas, parking lots and any other area within the Facilities that requires irrigation operation and maintenance. The Contractor will be responsible for the labor, parts, materials, and supervision to make all irrigation repairs to the main lines, lateral lines, valves, risers and sprinkler heads, as required to keep the system operating. The Contractor will also be responsible for repairing all electrical wires from zone valves back to the clock and for replacing damaged or broken valve boxes. All materials and equipment must match existing City equipment to keep systems uniform, alternates must be pre-approved by the City.

Prior to the commencement of the maintenance program, the Contractor will have thirty (30) days to provide a report of items not properly functional, damaged. Any discovery after 30 days, that has not been reported will become the responsibility of the contractor.. The City will repair any damage existing prior to the start of the contract to ensure a functioning system upon commencement of the contract. The Contractor will be responsible for the integrity of the system after this initial inspection report and subsequent repairs. Time clocks will be checked at least once a week or at each scheduled service. The Contractor will, at least once fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor's operation will be replaced with the same equipment and by the same manufacturer unless otherwise approved by the City's representative. The irrigation system will be capable of and programmed to provide 1/4" of water/precipitation per night to all established turf and shrub beds each week or as often as required to

provide for a uniform lush green landscape appearance. The system will be adjusted during the various seasons. No adjustment is to be made without prior approval of the City's designated representative. The Contractor will be required to make all repairs within a minimum 24 hour time period or sooner as directed by the City's representative. Any form of damage to the irrigation system must be reported to the City's representative immediately upon discovery. Irrigate as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor. The Contractor will provide a written irrigation schedule to the City's representative. The Contractor will be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering will be the responsibility of the Contractor. (Irrigation parts replacement; see bid schedule).

O. Mulch. Contractor will provide labor and material to apply mulch two (2) times each year, as needed throughout the Facilities. This section will apply to all common areas, parking lot islands and any other area as part of the Facilities that requires mulch.

P. Maintenance of Traffic. Contractor will be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect workers on or near roadways.

Q. Equipment Safety. Contractor will keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment will have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The Contractor will be responsible and liable for injury to persons and property caused by the operation of the equipment.

R. Schedule of Work. Contractor will be required to provide an annual "snapshot" (a format provided by the City's Project Manager) of all performance items indicated in the agreement. At the beginning of each month, the Contractor will furnish to the City, for its approval, a schedule of work to be completed during the upcoming month. The City reserves the right to direct the Contractor to rearrange the schedule in order to meet the needs of the City, and to avoid any conflicts with City scheduled events.

S. Chemicals. Contractor will be prohibited from the use of chemicals on any site without the written consent of the City. In order to obtain consideration for chemical use consent, the Contractor will furnish to the City the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDS) inclusive of all Environmental Protection Association (EPA) numbers. Contractor must have and provide a copy of a Commercial Pest Control Operator's certification issued by the Florida Department of Agriculture and Consumer Services.

T. Discovery and Notification. If the Contractor discovers damages, vandalism or theft, the Contractor will immediately notify the City of same.

U. Reports. Contractor will prepare and process comprehensive monthly reporting to the City of the intended Facilities operating maintenance plans (in format that suits Contractor and will include everything in the contract from fertilizer, pest control, mulch installation, etc) These

reports will include the Annual Snapshot and the monthly schedule of services, prior to the performance cycles.

Contractor will be responsible for notifying the City of any required modifications at the Facilities.

V. Inspection Processes. Contractor will conduct a quarterly comprehensive facility inspection with representatives of the City to evaluate and document condition of the Facility, safety issues or other concerns.

SECTION 8: PERFORMANCE STANDARDS:

A. Mowing- All Turf will remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the City.

The contractor will ensure that there will be no visible rows or clumps of Turf clippings allowed to remain on Turf areas that have been cut. Contractor may mulch clippings to remove clumping or reduce visibility or the clippings must be removed from the site. No Turf clippings or trimming will be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas will be swept or vacuumed or blown free of any resulting dirt and debris.

Turf will be free of bare ground, which is defined as any single area of five (5) square feet without vegetation. Bare grass areas will be restored or re-sodded and soil conditions improved at market rate plus labor to install, billable to the City, upon approval from City's representative. All stones and rubbish that appear on the surfaces will be removed. The areas will be sodded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction, will be restored and re-sodded as approved by the City's Representative to match the existing Turf. The type of grass to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods. The Contractor will perform soil testing and sampling at the City's Representative's request, which will be conducted by a college or university with a specialty in land management or a commercial soil laboratory.

B. Edging- Sidewalks, parking lots, driveways, curbs, and other concrete or asphalt edges located in the parks will be edged concurrently (same day) with each mowing/ service cycle. Edging height will match surrounding area Turf heights and will be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, parking lots, street edges, curbs, and other paved areas will be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines.

In addition, the following edging standards have been established:

1. Edging will be performed at the same time as mowing and will be cut to the same height standards established for Turf Mowing Heights.
2. No vegetation or debris may encroach onto the curb or sidewalk for more than **3"** for more than **10 continuous feet**.
3. No deviation of soil height of more than **4" above** or **2" below** the top of curb or sidewalk, may exist for more than **10 continuous feet**.
- 4 No vegetation may encroach more than **3" over** the curb or sidewalk for more than **10 continuous feet**.
5. No grass, vegetation, or debris may encroach within **3" onto** a bike path for more than **10 continuous feet**.

6. No grass, vegetation, or debris may encroach within **3" onto** a playground area for more than **10 continuous feet**.
7. Edging will be accomplished by mechanical (cutting by machine; stick edger or walk-behind edger. A string trimmer will not be used to perform edging functions). Chemical edging may be performed, with prior approval. Chemical edging will be followed up with mechanical edging within 7 days, to remove dead and dying grasses. The use of any chemicals will be subject to the approval of the City's Representative in accordance with the requirements of the Contract Documents. Chemical controls will not be authorized for edging on any curb, sidewalk, asphalt or other hardscape surfaces.

The Contractor will ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks to prevent damage to concrete and tree roots during the edging process.

C. Trimming. Turf will be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leave dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Trimming will be performed concurrently (same day) as Turf mowing/ service cycle. Trimming height will match surrounding area Turf heights. All areas will be trimmed concurrent with mowing/ service cycle. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming will be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement will occur within fifteen (15) days of noticed damage. Repair or replacement required as result of the Contractors Work will be completed by Contractor at no cost to the City. Trimming will be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. All cuttings will be removed after trimming.

D. Landscaping. All Landscaping will be maintained in a healthy, neat, and attractive condition and will be maintained in accordance with the American Society of Landscape Architect's standards.

Contractor will fertilize, water (as necessary), trim, eliminate weeds, add or replace mulch around all landscaping and flower beds within the properties, and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers will be replaced at no cost to the City unless the condition of the landscaping is due to an outside third party, force majeure, or directed by the City's Representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc. (replacement plants; see bid schedule).

Shrubs will be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape.

Regular maintenance or landscape beds includes weeding, fertilization, and watering as necessary during dry periods. Grass and weeds will not be permitted to grow above the plant beds; and all plants will be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor will maintain at least two inches (2") of mulch around all landscaping and flower beds, which will extend two feet (2') from the base of the landscaping. Contractor will replace the mulch twice per year.

E. Weed Control. Weed control will be sufficient to prevent the encroachment of weeds into established Turf and Landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, concrete areas, etc. Landscaping, including all Flower beds, will receive weed control to eliminate unsightly and/or noxious weeds. All flower and landscape beds are to be maintained free of weeds and grass. All ditch lines will be line trimmed and weeded to prevent tall weeds or grass from showing above ditch.

The Contractor will trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.

All water retention areas will be mowed at normal mowing height of cut (HOC). In the event that excess soil moisture prevents a mower from cutting for more than two (2) mowing/ service cycles, the Contractor will string trim these areas at a height consistent with regular mowing. Weed control will be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, pavers, in expansion joints, etc. At no time will there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences.

If herbicides are used for weed control, dead weeds are to be removed in mulched areas, playgrounds or flower and landscape beds.

All vines growing along or on fences will be removed unless the City's Representative directs in writing that they are to remain in a specific area.

Turf will be free of undesired vegetation as further identified in the IFAS Extension Book "Weeds of Southern Turf-grasses" from the University of Florida.

F. Litter/Debris Removal. Litter in the Facilities is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the Facilities; the motorists, pedestrians, and the equipment operators, etc.

The Contractor will perform at each service cycle, litter and debris removal in all areas where Work is performed. Responsibilities will include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.. Leaves will be removed from all sidewalks, pathways, and paved areas.

Contractor will sweep all driveways, parking areas and sidewalks where Turf cuttings and trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

Contractor will properly dispose of all litter and debris in accordance with existing local, state, and federal regulations. If City dumpsters are on site, they will be available to the Contractor and may be used for disposal of any collected litter and debris.

Contractor will notify the City Representative of any debris or any other situation(s) that creates a Hazardous Condition.

G. Irrigation. All improved and existing areas will receive sufficient amounts of water, as necessary to present a uniform green color without browning or barren areas resulting from lack of water.

H. General Labor/Supervision. Contractor will be fully responsible for providing service and quality control at all facilities during service cycles.

I. Repair to Damaged Areas. Areas damaged by Contractor vehicles, erosion, drought or pest(s)/disease(s) will be sprigged, or sodded to meet the standards of surrounding areas. If damaged, other vegetative areas, such as landscape plants and beds will be repaired to match the surrounding area.

SECTION 9: CHANGES IN SCOPE OF SERVICES:

Changes in scope of services can result from the following:

A. Capital improvements to the Facilities by or at the request of the City which result in the change by Contractor of its methods or costs of operation of the Project.

B. The City has the right to add or delete any locations that are a part of this contract for any reason, at any time, with 30 day notice to the awarded Contractor at no penalty to the City.

1. ADDITIONS. Additional properties may be added to this Contract by approval of the City Manager (if under the small purchase threshold, currently \$25,000) or by the City Commission (if over the small purchase threshold). Properties will be added at a mutually agreed upon price and formalized by a written change order.
2. DELETIONS. Properties can be removed from this contract with written notice from the City at the rate(s) specified for that particular location on the bid schedule.

SECTION 10: INVOICING/REPORTING:

A. Contractor will notify the City Representative by phone or email of work completed at each site within one calendar day of completion of the service.

The Fire Department and the Police Department will each issue a Purchase Order in the amount of the Estimated Annual Bid Amount for their respective Service Locations. Contractor will submit separate invoices to each Department Contact for work completed as of the date of the invoice no more than once a month. The City may, by notice, designate a specific day of each month for submission of the invoice. Each invoice will be in a form acceptable to the City, and will include the following documentation and information:

1. Itemized list of services performed at each location, referencing the item number, description, and price on the Bid Proposal Form and date of service.
2. A summary of the type and amount of fertilizer used at each location when applicable.
3. A summary of the type and amount of chemicals used at each location when applicable.

4. Invoices from suppliers for any irrigation supplies, plant, or turf replaced at the City's request.

The City reserves the right to inspect any site for conformance with the Maintenance Specifications, to require the Contractor to provide additional documentation of work performed, and to withhold payment for failure to complete any or all required maintenance tasks.

Third incident of failure to complete all tasks may result in termination of the Contract.

SECTION 11: MISCELLANEOUS

A. No one, except authorized employees of the Contractor, will be allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor.

B. All personnel providing services to the City under the terms of this Contract will be employees of the Contractor, unless express written permission to use temporary employees or to subcontract a portion of the work is authorized by the City.

C. All individuals performing services under this Contract will adhere to City of Daytona Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply.

D. Contractor will notify Department Contact when services are to be serviced, including specifically the K-9 Yard. All Contractor personnel are required to wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e. driver's license, state issued ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

SUPPLEMENTAL GENERAL CONDITIONS

SGC1. ADDITIONAL NPDES REQUIREMENTS.

- A. CONTRACTOR will at all times ensure certification and licensing from the Florida Department of Agriculture and Consumer Services (FDACS) of all of CONTRACTOR's personnel and subcontractors who apply pesticides or herbicides on City property or public right-of-way pursuant to the Contract. All such personnel and subcontractors who apply fertilizer will be trained and certified through the "Green Industry BMP Program" and FDACS; and will have a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S.
- B. All commercial applicators of fertilizer will have and carry in their possession at all time when applying fertilizer, evidence of certifications by the Florida Department of Agricultural and Consumer Services **and** a Commercial Fertilizer Applicator License as per 5E-14.117(18) FAC.
- C. All Contractors shall comply with the minimum requirements of the Urban Turf Fertilizer Rule RE-1.003(2) FAC.
- D. Fertilizer used will meet Florida-friendly fertilizer requirements pursuant to Section 403.9337 F.S.
- E. Fertilizer and Pesticide application must meet minimum requirements of the most recent edition of the Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008.
- F. Fertilizer should not be applied within 10 feet of any inlet, curb and gutter, public street, pond, stream watercourse, lake, canal, or wetland as defined by the FDEP Chapter 62-340 FAC. Fertilizer may be applied within 3 ft. of a water body only if the applicator is equipped with a spreader deflector.
- G. A 10-foot wide Low Maintenance Zone is required from any pond, stream, watercourse, canal, ditch, lakes wetland or from the top of a seawall. No mowed or cut vegetative material may be deposited in any water body. Care must be taken to prevent erosion of the surface soils in this Zone. Contractor shall set mechanical mowers to prevent the exposing of bare soil on pond slopes, ditches, wetlands, stream and lakes. This Zone shall be suitably vegetated at all times to ensure soil stability.
- H. Fertilizers applied to turf shall be formulated and applied in accordance with requirements and direction provided by Rule 5E-1.003(2) FAC, Labeling for Urban Turf Fertilizers.
- I. In no case shall grass clipping, vegetative material, and /or vegetative debris be washed, swept or blown off into stormwater drains, curbs and gutters, ditches, conveyance, water bodies, wetlands or sidewalks or roadway. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.
- J. The monthly invoices shall include
- (1) A summary of the type and amount of fertilizer used at each location.
 - (2) A summary of the type and amount of any chemicals and /or pesticides used at each pond, ditch, roadway or park location.

GENERAL SERVICES CONTRACT CONTRACT NO. 19221

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and *[insert full legal name of Contractor, include state where formed if Contractor is anything other than an individual person]* ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide **LANDSCAPE MAINTENANCE FOR POLICE, FIRE, & OTHER FACILITIES** services to the City as further described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. *Reserved.*

Section 3. Compensation and Payments; Limitations.

(a) Unless the Exhibits specifically provides for reimbursement of expenses, the compensation described herein will be Contractor's sole compensation for the services to be provided.

(b) The City will pay Contractor up to \$>_____ **annually** based on the Fee Schedule attached hereto as Exhibit B.

(c) Except for any expenses specifically provided for in the Exhibits, Contractor will be solely responsible for all of costs Contractor incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until Contractor submits a proper invoice. Contractor will submit invoices only for services provided and accepted in accordance with the requirements of this Contract. Contractor may invoice the City no more frequently than monthly, and no sooner than 30 days after the Effective Date.

(b) The City will pay based on the unit prices set forth in the Exhibits for work completed by Contractor during the period billed, provided that such work is reflected on Contractor's invoice.

(c) In order to be considered proper, the invoice must include all information and documentation that the City may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that Contractor has paid such costs.

(d) The City will within 30 days after receipt of an invoice notify the Contractor that the invoice is improper, or pay Contractor the amount due.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless

the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. Contractor will also be responsible for the performance of Contractor's subcontractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required, or upon termination or expiration of this Contract.

Section 8. Public Records.

(a) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the City requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Contractor fails to transfer such records to the City.

(4) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE Contractor's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, Contractor MUST CONTACT THE City CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive Contractor's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term.

The Effective Date of this Contract is 3/19/2019 or the date on which the last Party signs it, whichever is later. The Term of this Contract is 3 years, commencing on the Effective Date. The City will have the option

to renew this Contract for up to 2 Terms of 1 year each, by providing Contractor written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by Contractor.

Section 10. Termination of Contract.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

(3) The City may terminate this Contract upon Contractor's breach without providing Contractor an opportunity to remedy the breach as referenced immediately above, if Contractor or any of Contractor's personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing Contractor written notice.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in Section 10(b) for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. The City may suspend Contractor's services if the notice of material breach provided pursuant to Section 10(a)(2) so directs. The City may also suspend Contractor's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing Contractor written notice of suspension. Contractor will suspend activities immediately upon receipt thereof; and in such instance Contractor's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 12. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or used by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

Section 13. Insurance. *[Risk management needs to approve this provision for every contract.]*

Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) **Liability Insurance**, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy will provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent will be used to provide such Additional Insured status.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the Insurer will waive its rights of subrogation, if any, against the City on each of the types of required insurance coverage listed above.

> *[Risk Management to insert all other types and amounts of coverage requirements here]*

(b) **Proof of Insurance.** Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required

insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Contractor's expense if Contractor fails to do so.

(d) **Termination of Insurance.** Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Manager that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

(f) **Risk Manager.** All references to the Risk Manager will be deemed to include the Risk Manager's designee.

Section 14. Bonds. No bonding is required for this project.

Section 15. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, **>[delete the following yellow-highlighted clause if no fax is provided]** transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:
Attn: David Waller, Deputy Public Works Dir.
City of Daytona Beach
950 Bellevue Avenue, Suite 400
Daytona Beach, FL 32114
Fax: 386-671-8620

To Contractor:
>[insert name/title/address and fax]

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 16. Personnel. In order to induce the City into entering this Contract, Contractor represents that **>[insert name and title]** will generally perform or directly supervise the tasks assigned to Contractor herein, and that Contractor will not replace **>[insert name]** without the City's prior written approval. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in

performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 17. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 18. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 19. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 20. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Contractor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) **Truth in Negotiations Certificate.** Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of Contractor's services under this Contract.

(f) **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party,

the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Contractor.** The undersigned representative of Contractor represents and warrants that he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

(n) **Incorporation of ITB and Bid.** The City's Invitation to Bid 19221, and the Contractor's responsive proposal are incorporated herein by reference as **Composite Exhibit C**. **Composite Exhibit C** is not attached but will remain on file with the City's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A and B**, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE City

Contractor

By: _____

Derrick L. Henry, Mayor

Date: _____

Attest: _____

Letitia LaMagna, City Clerk

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to legal form:

By: _____

Robert Jagger, City Attorney

version 7-25-18

EXHIBIT A: Scope of Services *[to be provided and labeled—discard this sheet]*

DRAFT

Exhibit B: **[Fee]** Schedule

[to be labeled and provided--discard this sheet]

DRAFT

Composite Exhibit C is not attached. It will be kept on file with the Purchasing Agent, and will be made available upon request made to the City Clerk

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