

CITY OF NORTH CHARLESTON

PERFORMANCE WORK STATEMENT (PWS)

FOR

PALMETTO COMMERCE PARKWAY,  
WESCOTT BOULEVARD, PATRIOT BOULEVARD  
AND WHITE HALL AMENITY CENTER  
GROUNDS MAINTENANCE

BID: NC-05-16

FEBRUARY 2016

PREPARED BY:

PURCHASING AND PUBLIC WORKS DEPARTMENTS  
CITY OF NORTH CHARLESTON  
P. O. BOX 190016  
NORTH CHARLESTON, SOUTH CAROLINA 29419-9016

INVITATION-TO-BID  
NC-05-16

Sealed bids will be received for grounds maintenance and repair services at Palmetto Commerce Parkway, Wescott Boulevard, Patriot Boulevard, and White Hall Amenity Center by the City of North Charleston until 10:00 a.m., March 29, 2016, at North Charleston City Hall lane, 3<sup>rd</sup> Floor, Rhett Conference room, North Charleston, SC 29406 at which time and place all Bids will be publicly opened and read aloud.

The City of North Charleston intends to obtain grounds maintenance and repair services for Palmetto Commerce Parkway, Wescott Boulevard, Patriot Boulevard, and White Hall Amenity Center. The work will include regular cutting of grassed areas, string trimming, edging, core aeration, pruning of shrubs, bushes and trees, fertilization, chemical treatments, mulching, debris removal, hard surface area weed control, planting of annual flowers, raking, sweeping, cleaning and irrigation system repairs.

**A mandatory pre-bid conference will be held in the enclosed shelter located in the back of Wescott Park, 9006 Dorchester Road, North Charleston, SC 29405 on Tuesday, March 15, 2016 @ 10:00 a.m.**

The City reserves the right to reject any and all bids, to waive any technicalities or informalities, and to be the sole judge of the suitability of the firm to provide the required services.

Bid packages may be obtained from the City of North Charleston, Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406 or by visiting our website at [www.northcharleston.org](http://www.northcharleston.org) and following the links to the Purchasing Department and Current Bids.

Sincerely,

Denise Badillo  
Director of Purchasing

**PERFORMANCE WORK STATEMENT (PWS)  
FOR  
PALMETTO COMMERCE PARKWAY, WESCOTT BOULVARD, PATRIOT  
BOULVARD, AND WHITE HALL AMENITY CENTER GROUNDS MAINTENANCE**

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**SECTION A: INFORMATION FOR BIDDERS AND  
GENERAL PROVISIONS OF THE CONTRACT**

**PLEASE READ ALL BID DOCUMENTS AND INSURE THAT YOUR COMPANY CURRENTLY HAS, OR IS ABLE TO OBTAIN THE REQUIRED INSURANCE AND LICENSES PRIOR TO SUBMITTING A BID**

**A.1 SUBMISSION OF BIDS:**

- a. Please mark your envelope "**BID: NC-05-16 PALMETTO COMMERCE PARKWAY, WESCOTT BOULEVARD, PATRIOT BOULEVARD, AND WHITE HALL AMENITY CENTER GROUNDS MAINTENANCE**" to be opened at 10:00 a.m., Tuesday, March 29, 2016. Bids will be opened promptly at the time specified. Late bids will not be accepted. The City is not responsible for bids delayed in the mail or other delivery service. It is the bidder's responsibility to ensure that his/her bid is at the designated place prior to the time set for opening.
- b. Bids sent by regular mail should be addressed to: City of North Charleston, Purchasing Department, P.O. Box 190016, North Charleston, SC 29419-9016.
- c. Bids hand delivered or sent by courier service should be addressed to: City of North Charleston, Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406.

**A.2 LICENSES:**

- a. The successful Bidder, including any subcontractors, will be required to obtain a Business License from the City of North Charleston prior to beginning work, if said Bidder does not have a current license.
- b. The Contractor or a permanent member of the Contractor's staff shall be licensed to apply pesticides and herbicides. A copy of the licensed individual's license shall be submitted with the bid response and shall be maintained current throughout the Contract period. The required license is a South Carolina Applicator's license for Pesticides issued by the South Carolina Department of Pesticide Application.

**A.3 INSURANCE:**

- a. The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. The successful Bidder agrees to obtain and keep in force during the term of the contract the coverage described below. Such insurance shall be carried with companies which are satisfactory to the City and licensed to do business in the State of South Carolina. Certificates evidencing such coverage shall be furnished to the City prior to commencing any work under the contract. The certificates must show the Contract Number and give a brief description of the work to be performed.

These certificates shall contain a provision that coverage shall not be canceled or permitted to lapse unless at least thirty (30) days prior written notice has been given to the City. The contractor's insurance shall name the City, a municipal corporation, its officers, directors, agents and employees as additional insured.

- b. The minimum insurance coverage which the contractor shall obtain and keep in force is as follows:
  - i Worker's Compensation and Employer's Liability Insurance as required under laws applicable to the work which shall cover all contractor's employees engaged in the work.
  - ii Commercial General Liability Limits:
    - \$1,000,000 combined single limit
    - Coverage is to be written on an occurrence basis and shall include at a minimum:
      - Premises – Site Work
      - Independent contractors
      - Contractual Liability
      - Personal Injury (including employees as insured)
  - iii Automobile Liability Insurance Limits:
    - \$1,000,000 Combined Single Limit
    - Coverage is to be written on an occurrence basis and shall include:
      - All owned vehicles
      - Hired and/or leased vehicles

**A.4 ABILITY AND EXPERIENCE OF BIDDER:**

It is the purpose of the Owner not to award a contract to any Bidder who does not furnish satisfactory evidence that he has the experience of successfully performing services of this type and magnitude, and that he has sufficient capital, equipment, and personnel to enable him to furnish services successfully, or who has previously failed to satisfactorily perform on any current or previous contracts.

The Owner may make such investigation as deemed necessary to determine the ability of the successful Bidder to perform the services, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

**A.5 WITHDRAWAL OF BIDS:**

Any Bidder may withdraw his Bid, either personally or by written request at any time prior to the scheduled time for opening. No Bidder may withdraw his bid for a period of Ninety (90) days after the date set for opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

#### **A.6 IRREGULAR BIDS:**

A Bid will be considered irregular and may be rejected for any of the following reasons:

- a. If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
- b. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- c. If there is reason to believe that any Bidder is interested in more than one Bid on the same project, or that there has been collusion among the Bidders.

#### **A.7 DISQUALIFICATION OF BIDDERS:**

More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for services contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. A contract will be awarded only to the responsible, responsive Bidder capable of providing the class of services contemplated, and having sufficient resources and finances to carry out the work properly.

#### **A.8 ACCEPTANCE OR REJECTION OF BIDS:**

The Owner reserves the right to reject any and all Bids when such rejection is in the best interest of the Owner, to reject the Bid of a Bidder who has previously failed to perform properly, and to reject the Bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract. The owner also reserves the right to waive any informalities and technicalities.

#### **A.9 HOLD HARMLESS:**

The Contractor shall agree to protect, defend, indemnify, and hold the City of North Charleston Council, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges for professional fees or other expenses or liabilities of every kind and character resulting from error, omissions or negligent act of the Contractor, its agents, employees or representatives, in the performance of the Contractor's duties under any agreement resulting from award of this Bid. The Contractor further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims etc., even if such claim is groundless, false or fraudulent.

## **A.10 CONTRACT CHANGES:**

Either party may request changes in the scope of services and performing standards to be performed. Changes which are mutually agreed upon shall be incorporated by written amendment to the Contract by the City of North Charleston Council.

## **A.11 TERMINATION OF CONTRACT:**

- a. Termination for Non-Compliance with Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, this contract is subject to immediate termination, suspension of payment, or both, if the Contractor fails to comply with the terms of the Drug Free Workplace Act.
- b. Termination for Cause: If the Contractor fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the City, to comply with any of the terms and conditions of the Contract Documents, then this Contract may be cancelled and terminated by the City at any time within the Contract period without advance written notice, and the Contractor shall be liable to the City for any excess cost occasioned the City. Default or breach of any clause of this contract shall constitute "cause" for termination.

Further, any act of omission by the Contractor which is contrary to law or public policy shall be considered "cause" allowing termination as provided herein. The City will not be liable for any termination costs where termination is for cause. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to the City resulting from Contractor's default/breach.

- c. Termination for Convenience: The City shall have the right to terminate this Contract for convenience upon ten (10) days advance written notice. In the event that this Contract is terminated or cancelled upon the request and for the convenience of the City, then the City shall pay Contractor for all materials purchased to date on the City's behalf and for the value of services rendered to date (including reasonable profit margin). The City shall not otherwise pay for costs of termination, opportunity costs, or any costs or amounts of other description. As a prerequisite to Contractor receiving payment for goods purchased on City's behalf, the Contractor shall first turn over possession and all right title or other interest in the materials to the City.
- d. Termination for Non-Appropriation of Funds: The City, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a Federal, State, City or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.



- e. Termination for Harassment/Discrimination: Neither Contractor, nor any employee or agent of Contractor, shall discriminate against or harass any person because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that such conduct does not occur. Violation of this clause may result in immediate termination of all contracts between the City and the Contractor "for cause" and may further result in Contractor being suspended or debarred from bidding on future contracts.
- f. Excusable delays: The right of the Contractor to proceed shall not be terminated for any delays in the completion of the work due:
  - i To any acts of the Government, including controls or restrictions on requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National Emergency;
  - ii To any acts of the City;
  - iii To causes not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions;
  - iv To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs i, ii, and iii of this paragraph. Provided, however, the Contractor promptly notifies the City within ten (10) consecutive calendar days in writing of the cause of the delay. Upon receipt of such notification the City shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### **A.12 PROHIBITED INTEREST:**

No member, officer, employee of the City or member of its governing body during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

#### **A.13 NAMING OF SUBCONTRACTORS:**

Any Bidder in response to this bid shall include the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor. No prime contractor whose bid is accepted, shall substitute any on or during the contract period. Failure to list subcontractors shall render the prime contractor's as subcontractor in place of the subcontractor listed in the original bid, except with the consent of the Owner, for good cause shown.

**A.14 PAYMENTS TO THE CONTRACTOR:**

Payments to the Contractor will be made on a monthly basis. The Contractor shall prepare his invoice for payment as of the last day of the month and submit it to the MSCM. The monthly amount invoiced will be based on the Rate of Payment table amount shown below. Additional Work or services, normally identified as Indefinite Quantity Work will be invoiced separately.

Because of the seasonal nature of grounds maintenance services the Contractor's Work effort will vary from season to season, and even from month to month. Rather than simply paying the same fixed amount each month, it is more equitable to vary the monthly payment amount for the Firm Fixed-Price portion of the Work so that it more accurately reflects the level of effort typically provided during each month of the year. This is accomplished through the "Rate of Payment" table that outlines the monthly amount of the total Firm-Fixed Price that may be paid each month. The monthly percentages are based on the anticipated cost of the Work for each month. The Contractor shall invoice for the listed percentage amount of the total Contract Firm-Fixed Price

**RATE OF PAYMENT TABLE FULL YEAR ONLY**

JUL	9%	AUG	12%	SEP	14%
OCT	8%	NOV	6%	DEC	4%
JAN	4%	FEB	8%	MAR	4%
APR	12%	MAY	11%	JUN	8%

The Contractor will invoice for Firm-Fixed Price payment per the above guidance. Deductions for quality, timeliness of performance, non-performance and similar items, if any, will be deducted from the invoiced amount.

Invoices for each incident of Indefinite Quantity Work completed during the month may be submitted concurrently with the monthly Firm-Fixed Price invoice. Indefinite Quantity Work invoices will always be accompanied by invoices for materials and supplies for that Work. Although not a continuing requirement, the MSCM may also request material invoices for some or all of the Work accomplished under the Firm-Fixed Price portion of the Contract.

**A.15 CONTRACT AWARD:**

After contract award and prior to commencing any work, the contractor will be required to attend a meeting to coordinate transfer of responsibility from the current contract. It is anticipated that a contract will be awarded to the lowest, responsible, responsive bidder, based on the Grand Total Firm-Fixed Price only, who is considered to be the most suitable for providing the required services. Indefinite Quantity Work Items will not be a consideration in award. The initial contract shall be for a period of two (2) years. Upon completion of the initial term of the Agreement, and again on each subsequent anniversary date, at a cost that is acceptable to the Owner and Contractor, the Agreement shall be automatically renewed for additional one-year periods unless either party shall give written notice to the other, at least ninety (90) consecutive calendar days prior to the expiration of the initial term or any renewal thereof, that the Agreement shall not be so extended.

The City reserves the right to use or not use the Indefinite Quantity Work items during the life of the contract or any contract extensions. The City also reserves the right to have Indefinite Quantity Work Items performed by another contractor or otherwise.

In submitting this Bid, the Bidder understands that the right is reserved by the City of North Charleston to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, the undersigned agrees to execute a contract and furnish the required certificates of insurance within ten (10) consecutive calendar days from the date of the Notice of Award.

#### **A.16 SPECIAL NOTE FOR NONRESIDENT TAX PAYERS**

The City of North Charleston in hiring or contracting, or having a contract with any nonresident taxpayer conducting a business or performing personal services of a temporary nature carried on within this State, where the contract exceeds ten thousand dollars or could reasonably be expected to exceed ten thousand dollars, must withhold two percent of each and every payment made to these nonresidents. The amount withheld will be deposited with the South Carolina Tax Commission.

The above required withholding will not apply if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect. A copy of the affidavit is contained in this solicitation.

Additional information and forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration at (803) 898-5872 or by writing the S.C. Department of Revenue, Registration Unit, Columbia S.C. 29214-0140

**END OF SECTION A**

**SECTION B: MULTI-YEAR CONTRACT BID SHEET, BID FORMS,  
SCHEDULES OF DEDUCTION & BIDDER INFORMATION**

**BID SHEET**

**PALMETTO COMMERCE PARKWAY, WESCOTT BOULVARD, PATRIOT  
BOULVARD, AND WHITE HALL AMENITY CENTER GROUNDS MAINTENANCE**

**FIRM-FIXED PRICE ITEMS**

A Schedule of Deductions for each of the part year and two full Contract years is to be submitted as a part of the Bid Submission. The total value of the Schedule of Deductions breakdown must be the same as the Firm-Fixed Price value for each part year and full year. Using the Schedules of Deductions that follow this Bid Sheet, develop the price for each part year and full year's work. The total cost for all Work on each of the Schedules of Deduction shall then be entered on this Bid Sheet. The total of the computed pricing will be the "Bid Price" for the Contract.

**SCHEDULE**

Item 0001 FIRM-FIXED PRICE WORK (See Clause C3.h. and D3.) Price **FOR YEAR ONE ONLY** (July 01, 2016 – June 30, 2017) for all Work specified in the Contract, except for Work specifically identified as being included in the Indefinite Quantity portion of the Contract.

Line 0001 \$ \_\_\_\_\_

Item 0002 FIRM-FIXED PRICE WORK (See Clause C3.h. and D3.) Price **FOR YEAR TWO ONLY** (July 01, 2017 – June 30, 2018) for all Work specified in the Contract, except for Work specifically identified as being included in the Indefinite Quantity portion of the Contract.

Line 0002 \$ \_\_\_\_\_

**GRAND TOTAL FIRM-FIXED PRICE ITEMS** \$ \_\_\_\_\_  
**(Total Lines 0001, and 0002)**

**COMPANY NAME** \_\_\_\_\_

**INDEFINITE QUANTITY WORK ITEMS**

Because the Contract is a combination Firm-Fixed Price and Indefinite Quantity vehicle, it is necessary that a determination of potential Indefinite Quantity costs be provided in the event that Work is required. It is possible that no Indefinite Quantity work will be ordered; however, if it is, the charges will be based on the Labor Hour Unit Price and Fixed Burden Rate (FBR) information provided.

The following short definitions are offered to assist in developing the Indefinite Quantity costs portion of the Bid Sheet. See the referred clauses for a more detailed description.

Labor Hour Unit Price. A labor hour unit price is the unit price bid by the Contractor to provide **one performance standard hour of work-in-place**. The unit price includes all direct and indirect costs, including pre-expended material and equipment to perform maintenance and Work requirements, associated with performing a standard hour of work, except the Fixed Burden Rate. This price is used for all Work not included in the Firm-Fixed Price portion of the Contract. See Clause C4.e. for additional information.

Fixed Burden Rate (FBR): The FBR applies to all materials used to accomplish Indefinite Quantity Work. See Clause C4.c. for detailed information concerning the FBR.

<b>ITEM</b>	<b>GROUNDS</b>	<b>IRRIGATION SYSTEM</b>
<b>YEAR ONE ONLY (July 01, 2016 – June 30, 2017)</b>		
UNIT PRICED LABOR for one work hour	\$ _____	\$ _____
FBR expressed as a percentage markup	_____ %	_____ %

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<b>ITEM</b>	<b>GROUNDS</b>	<b>IRRIGATION SYSTEM</b>
<b>YEAR TWO ONLY (July 01, 2017 – June 30, 2018)</b>		
UNIT PRICED LABOR for one work hour	\$ _____	\$ _____
FBR expressed as a percentage markup	_____ %	_____ %

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**SCHEDULES OF DEDUCTIONS FOR EACH OF THE TWO (2) YEARS MUST BE  
ATTACHED TO THIS BID SHEET**

**SCHEDULE OF DEDUCTIONS FOR YEAR ONE**

**(July 01, 2016 – June 30, 2017)**

**PALMETTO COMMERCE PARKWAY, WESCOTT BOULVARD, PATRIOT BOULVARD, AND WHITE HALL AMENITY CENTER GROUNDS MAINTENANCE**

<b>Maintenance Level A</b>	
<b>(July 01, 2016 to October 31, 2016)</b>	<b>(April 01, 2017 to June 30, 2017)</b>

<u>ITEM</u>	<u>CONTRACT REQUIREMENTS</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Mowing (clause D3a1)	Weekly	30	\$_____	\$_____
2	String Trimming (clause D3a2)	Weekly	30	\$_____	\$_____
3	Edging (clause D3a3)	2/month	14	\$_____	\$_____
4	Core Aeration (clause D3a4)	Each sched	2	\$_____	\$_____
5	Complete Fertilization (Turf) (clauses D3a5b2&3)	Each Sched	2	\$_____	\$_____
6	Complete Insect Control (Turf) (clause D3a5c)	Each sched	1	\$_____	\$_____
7	Shrubs, Perennials, Ground Cover Pruning (clause D3b1)	Month	7	\$_____	\$_____
8	Tree Pruning (clause D3b2)	Month	7	\$_____	\$_____
9	Tree Pruning In Areas Behind Fence Line (Naturalized Areas) (clause D3b2)	Each sched	2	\$_____	\$_____
10	Plant Bed Weed Control (clauses D3b4a&b)	Weekly	30	\$_____	\$_____
11	Plant Bed Complete Insect Control (clause D3b4c)	Each Sched	1	\$_____	\$_____

<u>ITEM</u>	<u>CONTRACT REQUIREMENTS</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
12	Plant Bed Trenching (Clause D3b4d)	Each sched	2	\$_____	\$_____
13	Insect/Disease Inspection (clause D3c)	Weekly	30	\$_____	\$_____
14	Mulching Application (clause D3d1)	Each sched	2	\$_____	\$_____
15	Debris Removal (general) (clause D3e1)	Daily	152	\$_____	\$_____
16	Irrigation System Operation (clause D3f)	Weekly	30	\$_____	\$_____
17	Hard Surface Area Weed Control (clause (D3g)	Weekly	30	\$_____	\$_____
18	Fire Ant Control (clause D3a5c)	As Req*	25*	\$_____	\$_____
19	Hiker/Biker Trail (clause D3h)	Monthly	7	\$_____	\$_____
20	Seasonal color (clause D3i1&2)	Each sched	2	\$_____	\$_____

**\*Item 18, Fire Ant Control is an “as occurring” treatment accomplished in addition to normal insect control. An exact amount of occurrences is impossible to determine. Historical information has been used to assign a quantity.**

## Maintenance Level B

(November 01, 2016 through March 31, 2017)

<u>ITEM</u>	<u>CONTRACT REQUIREMENTS</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Mowing (clause D3a1)	2/month	10	\$_____	\$_____
2	String Trimming (clause D3a2)	2/month	10	\$_____	\$_____
3	Edging (clause D3a3)	Monthly	5	\$_____	\$_____
4	Pre-emergent weed control (clause D3a5b1)	Each sched	1	\$_____	\$_____
5	Shrubs, Ground Cover Trim (clause D3b1)	Each sched	1	\$_____	\$_____
6	Tree Pruning (clause D3b2)	Month	5	\$_____	\$_____
7	Plant Bed Weed Control (clauses D3b4a&b)	Weekly	22	\$_____	\$_____
8	Plant Bed Trenching (clause D3b4d)	Each sched	1	\$_____	\$_____
9	Insect/Disease Inspection (clause D3c)	Weekly	22	\$_____	\$_____
10	Mulching Application (clause D3d1)	Each sched	1	\$_____	\$_____
11	Debris Removal (general) (clause D3e1)	Daily	109	\$_____	\$_____
12	Debris Removal (Leaves) (clause D3e2)	Weekly	22	\$_____	\$_____
13	Irrigation System Operation (clause D3f)	Weekly	22	\$_____	\$_____



<u>ITEM</u>	<u>CONTRACT REQUIREMENTS</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
14	Hard Surface Area Weed Control (clause (D3g))	Weekly	22	\$_____	\$_____
15	Fire Ant Control (clause D3a5c)	As Req*	5*	\$_____	\$_____
16	Hiker/Biker Trail (clause D3h)	Monthly	5	\$_____	\$_____
17	Shrub, Ground Cover & Fertilization (clause D3b3)	Each sched	1	\$_____	\$_____

**\*Item 15, Fire Ant Control is an “as occurring” treatment accomplished in addition to normal insect control. An exact amount of occurrences is impossible to determine. Historical information has been used to assign a quantity.**

**TOTAL** (must equal amount bid for Contract Line Item 0001) \$\_\_\_\_\_

## SCHEDULE OF DEDUCTIONS FOR YEAR TWO

(July 01, 2017 – June 30, 2018)

**PALMETTO COMMERCE PARKWAY, WESCOTT BOULVARD, PATRIOT  
BOULVARD, AND WHITE HALL AMENITY CENTER GROUNDS MAINTENANCE**

### **Maintenance Level A**

(July 01, 2017 to October 31, 2017)

(April 01, 2018 to June 30, 2018)

<u>ITEM</u>	<u>CONTRACT REQUIREMENTS</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Mowing (clause D3a1)	Weekly	30	\$_____	\$_____
2	String Trimming (clause D3a2)	Weekly	30	\$_____	\$_____
3	Edging (clause D3a3)	2/month	14	\$_____	\$_____
4	Core Aeration (clause D3a4)	Each sched	2	\$_____	\$_____
5	Complete Fertilization (Turf) (clauses D3a5b2&3)	Each Sched	2	\$_____	\$_____
6	Complete Insect Control (Turf) (clause D3a5c)	Each sched	1	\$_____	\$_____
7	Shrub, Ground Cover Trim (clause D3b1)	Month	7	\$_____	\$_____
8	Tree Pruning (clause D3b2)	Month	7	\$_____	\$_____
9	Tree Pruning in Areas behind Fence Line (Naturalized Areas) (clause D3b2)	Each sched	2	\$_____	\$_____
10	Plant Bed Weed Control (clauses D3b4a&b)	Weekly	30	\$_____	\$_____
11	Plant Bed Complete Insect Control (clause D3b4c)	Each sched	1	\$_____	\$_____

<u>ITEM</u>	<u>CONTRACT REQUIREMENTS</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
12	Plant Bed Trenching (clause D3b4d)	Each sched	2	\$_____	\$_____
13	Insect/Disease Inspection (clause D3c)	Weekly	30	\$_____	\$_____
14	Mulching Application (clause D3d1)	Each sched	2	\$_____	\$_____
15	Debris Removal (general) (clause D3e1)	Daily	152	\$_____	\$_____
16	Irrigation System Operation (clause D3f)	Weekly	30	\$_____	\$_____
17	Hard Surface Area Weed Control (clause D3g)	Weekly	30	\$_____	\$_____
18	Fire Ant Control (clause D3a5c)	As Req*	25*	\$_____	\$_____
19	Hiker/Biker Trail (clause D3h)	Monthly	7	\$_____	\$_____
20	Seasonal Color (clause D3i1&2)	Each Sched	2	\$_____	\$_____

**\*Item 18, Fire Ant Control is an “as occurring” treatment accomplished in addition to normal insect control. An exact amount of occurrences is impossible to determine. Historical information has been used to assign a quantity.**

## Maintenance Level B

(November 01, 2017 through March 31, 2018)

<u>ITEM</u>	<u>CONTRACT REQUIREMENTS</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Mowing (clause D3a1)	2/month	10	\$_____	\$_____
2	String Trimming (clause D3a2)	2/month	10	\$_____	\$_____
3	Edging (clause D3a3)	Monthly	5	\$_____	\$_____
4	Pre-emergent weed control (clause D3a5b1)	Each sched	1	\$_____	\$_____
5	Shrubs, Ground Cover Trim (clause D3b1)	Each sched	1	\$_____	\$_____
6	Tree Pruning (clause D3a3)	Month	5	\$_____	\$_____
7	Plant Bed Weed Control (clauses D3b4a&b)	Weekly	22	\$_____	\$_____
8	Plant Bed Trenching (clause D3b4d)	Each sched	1	\$_____	\$_____
9	Insect/Disease Inspection (clause D3a3)	Weekly	22	\$_____	\$_____
10	Mulching Application (clause D3d1)	Each sched	1	\$_____	\$_____
11	Debris Removal (general) (clause D3e1)	Daily	108	\$_____	\$_____
12	Debris Removal (Leaves) (clause D3e2)	Weekly	22	\$_____	\$_____
13	Irrigation System Operation (clause D3f)	Weekly	22	\$_____	\$_____

<u>ITEM</u>	<u>CONTRACT REQUIREMENTS</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
14	Hard Surface Area Weed Control (clause (D3g)	Weekly	22	\$_____	\$_____
15	Fire Ant Control (clause D3a5c)	As Req*	5*	\$_____	\$_____
16	Hiker/Biker Trail (Clause D3h)	Monthly	5	\$_____	\$_____
17	Shrub, Ground Cover & Tree Fertilization (Clause D3b3)	Each Sched	1	\$_____	\$_____

**\*Item 15, Fire Ant Control is an “as occurring” treatment accomplished in addition to normal insect control. An exact amount of occurrences is impossible to determine. Historical information has been used to assign a quantity.**

**TOTAL** (must equal amount bid for Contract Line Item 0002) \$\_\_\_\_\_



## STATEMENT OF BIDDER'S QUALIFICATIONS

If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder
2. Permanent main office address
3. When organized
4. If a corporation, where incorporated
5. How many years have you been engaged in the contracting business under your present firm or trade name.
6. List any current maintenance contracts with others on separate sheet and attach to bid. Include name of company/individual, address, contact name, email address and phone number.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List your major equipment available for this contract on separate sheet and attach to bid.
11. Give Bank reference \_\_\_\_\_
12. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City?

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidders Qualifications.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF SUBCONTRACTORS

Listed below are the names, addresses of the proposed Subcontractors for review and approval by the Owner:

#1. Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#2. Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#3. Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#4. Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

A bidder or offeror shall submit, along with the bid, the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor to or about the construction. No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of the listed subcontractor, except with the consent of the owner, for good cause shown.



**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: PALMETTO COMMERCE PARKWAY, WESCOTT BOULVARD,  
PATRIOT BOULVARD, AND WHITE HALL AMENITY CENTER  
GROUNDS MAINTENANCE as per Bid: NC-05-16

The OWNER has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated February 2016, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amounts as follows:

\$ \_\_\_\_\_ for the period July 01, 2016 – June 30, 2017

\$ \_\_\_\_\_ for the period July 01, 2017 – June 30, 2018

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates of insurance within ten (10) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated \_\_\_\_\_

CITY OF NORTH CHARLESTON  
Owner

By \_\_\_\_\_  
R. Keith Summey  
Mayor

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

## AGREEMENT

This Agreement made and entered into in North Charleston, Charleston County, South Carolina this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ By and between the \_\_\_\_\_ acting herein through its Mayor hereinafter called "OWNER" and \_\_\_\_\_, doing business as a \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSED: That for and in consideration of the payments and Agreements hereinafter mentioned:

1. The term of this Agreement shall commence on July 01, 2016, and shall continue in effect until June 30, 2018, unless terminated. Upon completion of the initial term of the Agreement, and again on each subsequent anniversary date, at a cost that is acceptable to the Owner and Contractor, the Agreement shall be automatically renewed for additional one-year periods unless either party shall give written notice to the other, at least ninety (90) days prior to the expiration of the initial term or any renewal thereof, that the Agreement shall not be so extended. The Contractor shall submit his revised cost, if any, at least ninety (90) days prior to the expiration of the initial term or any renewal thereof.

\$ \_\_\_\_\_ for period July 01, 2016 – June 30, 2017

\$ \_\_\_\_\_ for period July 01, 2017 – June 30, 2018

2. The CONTRACTOR hereby agrees with the OWNER to provide landscape maintenance at the Palmetto Commerce Parkway, Wescott Boulevard, Patriot Boulevard, and White Hall Amenity Center area, with the exception of indefinite quantity work, at and for the amounts submitted in response to the Invitation-to-Bid. The CONTRACTOR shall also comply with all requirements for obtaining and maintaining in effect, all required insurance and licenses during the duration of the Agreement.
3. The CONTRACTOR agrees and acknowledges that the term "CONTRACT DOCUMENTS" means and includes the following:
  - a. Advertisement for Bids
  - b. Bid Documents
  - c. Bid Response
  - d. Insurance Certificates
  - e. South Carolina Applicator's License for Pesticides issued by the South Carolina Department of Pesticide Application.

f. Addendum No.1: \_\_\_\_\_

This AGREEMENT shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in the year and day first above written.

City of North Charleston  
(Owner)

ATTEST:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
R. Keith Summey  
Mayor

ATTEST:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE  
NONRESIDENT TAX PAYER REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name (Doing Business As): \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. Hiring or Contracting with:  
City of North Charleston  
P.O. Box 190016, North Charleston, SC 29419-9016
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below):  
\_\_\_\_\_ The South Carolina Secretary of State or  
\_\_\_\_\_ The South Carolina Department of Revenue  
Date of Registration: \_\_\_\_\_
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that fine; imprisonment or both could punish any false statement contained herein.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Signature of Owner, Partner or Corporate Officer)

\_\_\_\_\_  
(Date)

If corporate officer state title: \_\_\_\_\_

(Name - please print): \_\_\_\_\_

## **CERTIFICATION OF NON SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

In the event of the Contractor's noncompliance with nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

## **CERTIFICATION OF DRUG FREE WORKPLACE**

The contractor certifies that he maintains a drug-free workplace and has or will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the contractor's intent to maintain a drug-free workplace; the existence of any available drug counseling, rehabilitation or employee assistance programs; and the penalties that may be imposed upon employees who abuse controlled substances in the workplace.

In the event of the Contractor's noncompliance with the drug free workplace certification of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

## **CERTIFICATION REGARDING ILLEGAL IMMIGRATION**

The contractor certifies that he/she will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act no. 280) and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

**END OF SECTION B**

## **SECTION C: GENERAL INTENTION, DEFINITIONS AND ADMINISTRATIVE ITEMS**

**C.1 GENERAL INTENTION.** The intention of this solicitation is to obtain grounds maintenance, and irrigation systems maintenance for Palmetto Commerce Parkway, Wescott Boulevard, Patriot Boulevard, and White Hall Amenity Center, including all improved landscaped areas along each roadway. The Work will also include maintenance and repair of the related irrigation systems. The Work will be accomplished for the Owner - the City of North Charleston - by means of a combination firm fixed - price and indefinite quantity contract.

**C.2 GENERAL REQUIREMENTS.** The Contractor shall furnish all labor, supervision, tools, materials, equipment, incidental engineering, transportation, and management necessary for the grounds maintenance and repair services for the areas outlined per the requirements specified herein. The Work includes the performance of recurring work, seasonal items and repair and replacement actions as required.

**C.3. DEFINITIONS - ADMINISTRATIVE.** As used throughout this contract, the following terms shall have the meanings set forth below.

- a. **"Department Head", "Assistant Department Head", "Staff Engineer", "Engineering Assistant" and "Horticulturist"**, all members of the City's Department of Public Works, are collectively referred to in this contract as **"Staff"**. As such they are all empowered to order Fixed-Price Work or Indefinite Quantity Work; however, this Work will normally be ordered by others during normal operations as discussed further on.
- b. **Maintenance Service Contract Director (MSCD).** A Staff Member, who shall be designated in writing to oversee this contract, ensuring services are provided in accordance with the specifications. The MSCD will oversee ordering of indefinite quantity work, quality evaluation and provide assistance in resolving replacement plant quality and requirements determinations.
- c. **Maintenance Service Contract Manager (MSCM).** A Staff Member, or other City designee, who shall be designated in writing to order fixed-price and indefinite quantity work during normal operations. The MSCM will oversee ordering of indefinite quantity work and be responsible for reviewing invoices and authorizing payment.
- d. **Quality Evaluator (QE).** A Staff Member, or other City designee, who shall perform quality assurance evaluations to ensure services are being provided per the specifications. The QE shall review work orders, work completed, and invoices to ensure full measure of value is received.
- e. **Contractor.** The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that subcontractors comply with the provisions of this contract.



- f. **Contractor Representative.** A foreman or superintendent assigned by the Contractor and authorized by the Contractor to respond to the requirements of this contract.
- g. **MSCM/Contractor Representative Communications.** It is understood, and expected, that the on-site Contractor Representative will contact the MSCM each time Work is underway at the Complex. This contact is considered critical to proper and timely execution of requirements. **ADDITIONALLY, the Contractor shall schedule a minimum of a once per week meeting with the MSCM** so they may discuss planned Work and resolve any Work-quality issues.
- h. **Fixed-Price Requirements.** Fixed-price contract line items are bid and payment is made for the total performance of a given contract requirement over a given period of time. These contract requirements are fixed in scope (time, location, frequency, quantity, etc. are known or can be accurately estimated) or adequate historical data is used to allow reasonable estimates to be made. Because the scope of work is known, the Contractor agrees to perform a given requirement for a total price, and in essence there is one work order. The Contractor performs the work as scheduled and invoices are submitted for the services provided. These recurring work requirements are outlined further on. The Contractor should consider that response times and priority of Work may require work during non-regular or Holiday periods, and provide for any premium pay in their bid price.
- i. **Indefinite Quantity Work Requirements.** All items not included in the firm fixed-price portion of the contract are considered indefinite quantity work items. That is, the Contractor agrees to perform this work on an "as ordered" basis at a fixed unit (hourly) price to perform one occurrence or a given quantity of each type of work bid. Indefinite quantity work is based on unit priced labor and materials with a contractor Fixed Burden Rate (FBR). Potential requirements are outlined further on. The labor hour unit prices bid includes all costs to perform the work required, except for material costs. The Contractor is reimbursed for the direct cost of materials plus a mark-up (fixed burden rate) to allow for material management costs. Prior to commencing the indefinite quantity work the Contractor and Staff shall determine, and mutually agree on a cost for labor and material. As material costs may be difficult to determine until after work has begun, Staff may authorize work on a "not-to exceed" basis. The Contractor shall submit copies of receipts/invoices for all materials used when submitting for payment of Indefinite Quantity items.
- j. **Schedule of Deductions.** The Schedule of Deductions is one of the most important documents used in the administration of the Contract. The Contractor will use the Schedule to develop costs for the Firm-Fixed Price portion of the Contract. The Schedule will also be used by the Quality Evaluator (QE) to evaluate timely performance and quality of Work and in developing payment deductions for unsatisfactory performance and nonperformance of firm fixed-price contract requirements.

k. **Rate of Payment Table.** Because of the seasonal nature of grounds maintenance services the Contractor's Work effort will vary from season to season, and even from month to month. Rather than simply paying the same fixed amount each month, it is more equitable to vary the monthly payment amount for the Firm Fixed-Price portion of the work so that it more accurately reflects the level of effort typically provided during each month of the year. This will be accomplished by including a "Rate of Payment" table outlining the monthly amount of the total Firm-Fixed Price that may be invoiced each month. The monthly percentages will follow the anticipated cost of the Work for each month and be used as the basis for payment to the Contractor

l. **Response to Service Calls.** The Contractor shall have adequate procedures for receiving telexed work requirements and telephone messages; and for receiving and responding to Work requirements in a timely manner. A single local or toll free telephone number shall be provided by the Contractor for receipt of these calls. All telephone calls or answering service/machine received calls shall be responded to as quickly as possible or, in the case of non-routine calls, in the time frames outlined below, by an individual fully familiar with the Contractor's work control procedures and the terms and conditions of this contract

1. **Response by Classification.** Response times generally relate to repairs to the irrigation system. Almost all landscape related calls will be considered routine unless the MSCM specifically directs a higher priority.

(a) **Emergency Calls.** (Example - Irrigation system primary water line break) The Contractor shall respond immediately and must be on the job site and working within TWO (2) HOURS after receipt of an emergency call. With consideration for unique parts requirements understood, the Contractor shall work continuously without interruption and shall arrest the emergency condition before departing the job site. If further labor and material (follow up work) are required to complete the repair, the Work can progress at a routine rate until completion.

(b) **Urgent Calls.** (Example - "Minor" water leaks that impact negatively on the system's operation) The Contractor shall be on the job site and working within SIX (6) HOURS after receipt of an urgent call. Once begun, the work shall be prosecuted so as to be completed as rapidly as possible, with consideration given to completion during regular working hours, except in appropriate situations.

(c) **Routine Calls.** All routine calls shall be responded to within TWENTY-FOUR (24) HOURS after receipt of the call and normally be completed within TWO (2) working days of receipt. Routine calls shall normally be accomplished during regular working hours, Monday through Friday; however, the Contractor may complete Work during non-working hours after authorization is granted by the MSCM.

**C.4. DEFINITIONS - TECHNICAL.** As used throughout this contract, the following terms shall have the meaning set forth below.

- a. **Additional Material Handling.** Time expended for loading materials from storage to truck, unloading materials to work area, moving materials to work area, moving materials from storage to job site, removing debris, and handling of materials during the job that is not included in the craft time standard is included in the Contractor's fixed burden rate. These costs are not to be included in standard labor rates for units of work.
- b. **Direct Material Costs.** The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The City retains the right to obtain additional quotes in questionable situations. The lowest price will be used.
- c. **Fixed Burden Rate (FBR).** The additional costs (expressed in percent of direct material cost) for ordering, handling, and stockpiling materials and the profit markup for those materials, for work included in the Indefinite Quantity, Unit Priced Labor portion of the contract.
- d. **Job Preparation.** All work and costs associated with receiving and considering a job assignment and instructions; planning equipment and material requirements; obtaining proper tools; laying out tools, material, and equipment; setting up ready to begin work; cleaning and storing tools and equipment; and cleanup of job site.
- e. **Labor Hour Unit Price.** A labor hour unit price is the unit price bid by the Contractor to provide one performance standard hour of work-in-place (one man hour). The unit price includes all direct and indirect costs associated with performing a standard hour of work, except the Fixed Burden Rate addressed in paragraph C.4.c., above. The unit price would typically include the Contractor's hourly craft wage, adjusted to allow for the bidder's workforce productivity (i.e. the Contractor's estimate of how his/her workforce will perform in relation to the applicable performance standard(s)); and all costs for travel, pre-expended bin materials and supplies, profit (except that profit associated with materials included in the Indefinite Quantity, Unit Priced Labor portion of the Contract), tools, equipment, field and home office overhead, clerical support, supervision, planning and estimating, job preparation, overtime (when appropriate), inspection, fees, taxes, licenses, permits, insurance, etc. In short, all costs associated with providing a specific standard hour of effort.
- f. **Latent Defects.** Latent defects are defects that are present in a hidden or undeveloped state and are not visible or apparent at the time of inspection, but which become obvious or come into being at some future time. Because of the nature of plant materials, latent defect determinations that relate to warranty requirements may be resolved by the Owner and Contractor in collaboration.

- g. **Maintenance.** The recurring day-to-day, periodic, or scheduled work required to preserve or restore a system to such a condition that it may be effectively utilized for its designated purpose. The term includes work undertaken to prevent damage to a system that otherwise would be more costly to restore.
- h. **Pre-expended bin materials and supplies.** The minor materials and supplies that are incidental to a job, and for which the total direct cost of any one material line item is \$5.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, electrical connectors, electrical tape, fuses, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, fuel, lubricants, grease, oil, rags, mops, glue, epoxy, plumbers tape and compound, touch up paint, plumbing fittings. Pre-expended bin materials for this Contract are generally interpreted as those discussed above as they relate to irrigation systems maintenance and repair.
- i. **Direct materials and supplies.** Fertilizers, miscellaneous soil amendments, plants, flowers, bushes, shrubs and trees, and similar landscape/grounds maintenance items. Maintenance and repair parts that are generally unique to a certain piece of equipment, system or manufacturer. Examples of maintenance and repair parts direct materials includes, but is not limited to sprinkler heads, valve bodies, and so forth.
- j. **Quality Assurance (QA).** A method used by the City to provide a measure of inspection and control over the quality of purchased goods and services received.
- k. **Quality Evaluator (QE).** The Staff Member, or other City-designee, responsible for the daily monitoring of Contractor performance.
- l. **Quality Control (QC).** A method used by the Contractor to control the quality of goods and services produced.
- m. **Repair.** Repair is the restoration of a piece of equipment or system, to such condition that it may be effectively utilized for its designated purposes. Repair may be overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance, or replacement of the entire unit or system if beyond economical repair.
- n. **Response Time.** Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate tools, equipment, and materials, ready to perform the work required.
- o. **Travel Time.** Time expended between shop and the job site; waiting for vehicle; getting in and out of vehicle; loading and carrying a tool box; vehicle travel; unloading, walking from vehicle to job site; opening and closing door; walking up and down stairs; using elevators; and access to secure or controlled areas. Travel time is included in the Contractor's Labor Hour Unit price.

### **C.5. CITY FURNISHED PROPERTY AND SERVICES.**

- a. **City Furnished Facilities.** The City will not provide office space and operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense. Electricity and water, when available at the Work site, will be provided by the City.
- b. **City Furnished Equipment.** The City will not provide tools or equipment to the Contractor. The Contractor shall furnish all tools and equipment required for the performance of this contract.
- c. **City Furnished Material.** Except in specific instances, mutually resolved by the City and the Contractor, the City will not provide any materials to the Contractor.

### **C.6 CONTRACTOR FURNISHED ITEMS.** The Contractor shall provide all facilities, equipment, materials, management and services to perform the requirements of this contract.

- a. The Contractor shall provide properly sized, healthy plant materials for use throughout the Complex. The Contractor shall also supply all fertilizers, chemicals, herbicides, pine straw for mulch and similar items required to meet specifications for grounds maintenance. In regards repairs to the irrigation systems, the Contractor shall provide new parts and components when providing maintenance and repair services. All replacement units, parts, components and materials to be used in the maintenance and repair of systems shall be compatible with that existing equipment on which it is to be used; shall be of equal or better quality than original equipment specifications; shall comply with applicable Government, commercial, or industrial standards.
- b. **Material Safety Data Sheets (MSDS).** The Contractor shall obtain MSDS for all items used in the performance of work that are under the cognizance of the MSDS Program. The Contractor should maintain a copy at the job site. The Contractor shall provide and maintain, up-to-date, an MSDS file for the MSCM at the MSCM office. All items used, fertilizer, pesticides, herbicides, adhesives, mastic are examples of items that will require an MSDS sheet.
- c. **Hazardous Wastes.** All hazardous wastes shall be removed from City property and be disposed of by, and at the expense of the Contractor. This includes, but is not limited to, used oil, gasoline, herbicides, and so forth.
- d. **Pesticide Application Record.** Where applicable, the Contractor shall provide to the City's Horticulturist a record for any pesticide treatment performed as required by the Schedule of Deductions. A PAR form is provided with this contract and all information requested must be completed. These forms shall be submitted on a monthly basis.

**C.7 MANAGEMENT.** The Contractor shall manage the total work effort associated with the maintenance and repair services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range of management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

- a. **Work Control.** The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. The Contractor shall submit a written monthly schedule of planned Work for the impending month to the MSCM at least ten calendar days prior to the beginning of that month. The schedule will be the basis for intended Work. Modifications caused by events, weather and other impacts will be resolved at weekly meetings between the Contractor and MSCM. Additionally, verbal scheduling and status reports for work shall be provided when requested by the MCSD, MSCM, QE or other Staff. The status of any item of work must be provided within FOUR (4) hours of the inquiry during regular working hours, and within SIX (6) hours after regular working hours.
- b. **Work Schedule.** The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of City business and mission as it relates to the functions of the maintenance area. In those cases where some interference may be essentially unavoidable, the Contractor shall make every effort to minimize the impact of the interference, inconvenience, equipment downtime, interrupted service, customer discomfort, etc. A work week shall be the period from 12:01 AM, Sunday through 12:00 PM (midnight), the following Saturday. Work will normally be scheduled for accomplishment during the period of Monday through Friday; however, a modified schedule to include weekend work when necessary may be accomplished with prior approval of the MSCM.
- c. **Facility Access.** The Contractor shall notify the MSCM of any scheduled work to be performed at the maintenance area that would tend to disrupt the conduct of normal City business, including any scheduled events. The Contractor shall notify the MSCM at least two working days in advance of such work. Notification shall include the type of work to be done and the estimated completion date. The Contractor will notify merchants concerning the Work schedule, especially that Work that may cause conflicts. The Contractor shall reschedule any work that the MSCM or other Staff deems necessary to avoid unacceptable disruptions in the City's business.
- d. **Staffing.** The Contractor shall continuously maintain an adequate staff with suitable management expertise to assure work is scheduled and completed in accordance with these specifications. The Contractor shall maintain an adequate craft work force to complete work in accordance with the time and quality standards specified the contractor shall be responsible for ensuring that the daily work crew is staffed with a minimum of one knowledgeable and experienced irrigation system repair technician who will be available to make repairs during regular work hours. All Contractor employees, including new-hires, shall be dressed in neat uniforms to include at a minimum –

matching pants or trousers and shirts and, if hats are worn, they will also be uniform as issued by the Contractor, that clearly identify them as member's of the Contractor's work force.

The Contractor or a permanent member of the Contractor's staff shall be licensed to apply pesticides and herbicides. A copy of the licensed individual's license shall be provided to, and maintained on file at, the MSCM office. The license shall be maintained current throughout the Contract period. The required license is a South Carolina Applicator's License for Pesticides issued by the South Carolina Department of Pesticide Application.

#### **C.8. GENERAL REQUIREMENTS AND PROCEDURES.**

- a. **Standards.** All work shall be accomplished in conformance with approved and accepted standards of the industry. During and at completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. All such debris and excess material shall be cleaned up and removed at the completion of the job and/or at the end of each day work is in progress. Special attention shall be given to the handling and disposal of hazardous wastes. The Contractor shall adhere to all current codes and laws in that regard.
- b. **Contractor Responsibility for Repairs.** The Contractor shall be responsible for any repairs required by the negligence of or damage to the grounds improvements or irrigation systems by the Contractor. This type of repair will be the responsibility of the Contractor, regardless of the cost. The Contractor shall also be responsible for any damage to plants, shrubs, trees, grass and flowers caused by string trimmers, lawn mowers, other grounds maintenance equipment or chemicals used by the Contractor.
- c. **Equipment under Manufacturer's or Installer's Warranty.** Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the MSCD or MSCM. All defects in material or workmanship, defective parts, or improper installation and adjustments found by the Contractor shall be reported to the MSCM or QE so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty.
- d. **Interface With Other Contractors and City Forces.** Attention is invited to the fact that other Contractors and/or City Forces are engaged in similar and supporting work, requiring close cooperation. The Contractor for this contract shall cooperate with all other Contractors and avoid conflicts with other Contractor's performance and work schedules. In the event of conflicts with other Contractors that cannot be satisfactorily resolved, the matter shall be referred to the MSCM for decision. Such decisions shall be final.

**C.9. CONTINUITY OF SERVICES.** To ensure continuity of essential services, the Contractor shall be prepared to fully commence work on the start date of this contract, and should not assume that City or previous Contractor employees will be available to guide, direct, or specifically orient each Contractor employee.

**END OF SECTION C**



## **SECTION D: WORK STATEMENT, STANDARDS AND PROCEDURES AND REQUIREMENTS**

**D.1 WORK STATEMENT FOR PALMETTO COMMERCE PARKWAY, WESCOTT BOULEVARD, PATRIOT BOULEVARD, AND WHITE HALL AMENITY CENTER GROUNDS MAINTENANCE.** The Contractor shall provide grounds maintenance and repair services and irrigation system repair services to all grounds that comprise Palmetto Commerce Parkway, Wescott Boulevard, Patriot Boulevard, and White Hall Amenity Center as outlined throughout this Contract. Work will include, but not limited to regular cutting of grassed areas, pruning and trimming of shrubs, and trees, fertilization, chemical treatments, mulching, debris removal, raking, cleaning, and irrigation system repairs.

**NOTE:** Proper execution of this contract will require normal daily communications and cooperation between the City's Staff and Contractor. Special requirements, quality evaluation concerns, indefinite quantity item needs, and so forth will normally be resolved through those daily communications.

### **D.2 STANDARDS AND PROCEDURES.**

- a. **Standards.** All work shall be accomplished in conformance with approved and accepted standards of the industry; equipment manufacturers; all applicable local, state, and federal standards; and all applicable safety codes.
- b. **Maintenance Levels.** There are two maintenance levels outlined in the contract.
  1. **Maintenance Level A** covers the period between the months of July to October and April to June of each fiscal year. It includes weekly cyclical maintenance and certain time-dated items for accomplishment.
  2. **Maintenance Level B** covers the period between November and March of each fiscal year. It includes twice monthly cyclical maintenance, some weekly cyclical maintenance and certain time-dated items for accomplishment.
- c. **Maintenance Areas.** The work sector outlined in the Contract are the areas comprised of Wescott Boulevard from The Farms Entrance to Patriot Boulevard, Patriot Boulevard from Ashley Phosphate Road to Palmetto Commerce Parkway, Palmetto Commerce Parkway from Ladson Road to Ashley Phosphate Road, and Whitehall Amenity Center.
  1. **Wescott Boulevard** - will include all shoulders and medians from and including the entrance beds at Dorchester Road to, but not including, the entrance of The Farms at Wescott. Maintenance will consist of, but is not limited to, mowing, string trimming, edging, pruning, mulching, fire ant control, and debris removal. The outer edges of the work area are the outer crest of the open ditches or edge of the naturalized wooded areas.

2. **Patriot Boulevard** – will include both right-of-way shoulders for Patriot Boulevard from Ashley Phosphate Road to Palmetto Commerce Parkway. The Landscaped, bermed areas and ponds will not be included. Maintenance will consist of, but is not limited to, mowing, string trimming, edging, pruning, mulching, fire ant control, and debris removal. The outer edges of the work area are the outer crest of the open ditches or edge of the naturalized wooded areas.
  3. **Palmetto Commerce Parkway** - will include all shoulder and medians from and including the entrance beds at Ladson Road to Ashley Phosphate Road. Maintenance will consist of, but is not limited to, mowing, string trimming, edging, pruning, mulching, fire ant control, and debris removal. The outer edges of the work area are the outer crest of the open ditches or edge of the naturalized wooded areas.
  4. **Whitehall Amenity Center** - will include the grassed areas in and around the Amenity Center, Pool Area, Tennis Courts, and large field. Maintenance will consist of, but is not limited to, mowing, string trimming, edging, pruning, mulching, fire ant control, and debris removal. The outer edges of the work area are the outer crest of the open ditches or edge of the naturalized wooded areas. The outer edges of work shall be the edge of the naturalized wooded areas.
- b. **Time schedules** for various operations may be slightly modified to ensure the maintenance area is properly manicured and presentable for non-routine events. These schedules changes will normally not be for more than one or two days from the standard schedule and will be set through oral agreement between the MSCM and the Contractor. After Quality Evaluations are completed, the MSCM will require the Contractor to complete unacceptable Work to specified standards. Work deemed unacceptable or incomplete shall normally be corrected by the Contractor within 24-hours of notification; however, if the Owner’s schedule or special events schedule dictates a shorter correction period the Contractor will complete work/rework in the shortest possible time after being notified of the problem. No additional charges will accrue for this work/rework. If the Contractor repeatedly fails to meet quality and timed completion standards the City will revert to the contract’s termination clauses.
- c. **Warranties.**
1. **Turf warranties.** All new or replanted turf areas shall be warranted for ninety days. Replacement of areas of turf that are damaged by fungus or improper fertilization will be the responsibility of the Contractor, at no cost to the City. Replacement of areas of turf damaged by sub-surface insects that is caused by the failure of the Contractor to report the infestation in a timely manner will be the responsibility of the Contractor. Areas experiencing sub-surface insect damage reported in a timely manner that is not positively acted upon by the City will be the responsibility of the City.

2. Shrubs, cover and tree warranties shall be of one year's duration from the date of installation. All new plantings will be tagged with plastic or metal tags that clearly indicate the installer's company name, the species name and the date of installation. Items written on the tag will be written clearly, in indelible ink.
  - (a) Replacement of items damaged by the Contractor will be the responsibility of the Contractor.
  - (b) Replacement of unwarranted dead shrubs, bushes, ground cover and trees not the responsibility of the Contractor, will be processed through the indefinite quantity section of this Contract.
3. Irrigation System - Warranties for materials and parts related to the irrigation system will be that offered by the manufacturer. Installation practices that result in less than a properly functioning system will be the responsibility of the Contractor and will be considered rework.
4. Seasonal Color will be warranted for 90 days.

**D.3 FIRM FIXED PRICE WORK REQUIREMENTS.** Recurring maintenance and repair work shall be performed by the Contractor in accordance with the provisions of this clause. Recurring work includes all work requirements included in the firm fixed - price portion of the contract. Progress reports documenting work performed shall be submitted on a weekly basis to the **MSCM**. These reports shall provide information such as date(s) on site, type of work performed, quantities of materials used, etc. The Contractor shall provide and store the parts and materials necessary for the continued performance of all recurring work as specified herein. Lack of availability of materials and parts shall not relieve the Contractor from the requirement to complete work within the time requirements and quality standards specified. The following items comprise the technical requirements in the firm-fixed price portion of the Contract.

**a. Turf Maintenance.**

1. Mowing - Grass shall be mowed weekly from the beginning of July through the end of October and April through the end of June (**Maintenance Level A**) and twice monthly from the beginning of November through the end of March (**Maintenance Level B**). Mowing patterns must be varied to encourage upright growth and to reduce the accumulation of excessive clippings. All turf areas shall be cut at a height of two to three inches as conditions and ambient temperatures warrant. No more than one-third (1/3) of the grass blade shall be removed during mowing operations.
2. String Trimming - Turf areas not accessible with tractor or push type mowers shall be trimmed with monofilament trimmers weekly from the beginning of July through the end of October and April through the end of June (**Level A**) and twice monthly from the beginning of November through the end of March (**Level B**). String Trimming shall also be performed around trees, bushes, shrubs, foundations, signs, etc. Open ditches will be kept properly groomed. Those areas of ditches which cannot be mowed will be trimmed per the above seasonal schedules. Growth in ditches will not be allowed to exceed six inches in length.

3. Edging - Curbs, asphalt parking areas, walkways, and bed lines, including tree rings, shall be edged by both mechanical and manual means weekly beginning of July through the end of October and April through the end of June (**Level A**) and twice monthly from the beginning of November through the end of March (**Level B**).
4. Core Aeration - All turf areas, except open ditches, shall be core aerated during April and September (**Level A**).
5. Turf Fertilization / Weed Control / Disease and Insect Control
  - (a) Soil Analysis - The Contractor shall have soils analysis performed prior to each general fertilization period. Soil will be analyzed by a certified testing Laboratory to establish a basis for a comprehensive soil amendment and fertilization program. A copy of the test results and fertilization schedule shall be furnished to the MSCM prior to implementing the Work.
  - (b) Turf shall be treated with approved chemicals according to soil test recommendations and to meet requirements for weed control. The fertilization program shall be specifically designed for the existing turf and soil conditions on the maintenance area. Treatments may consist of both liquid and granular forms. Pre-emergent weed control will be accomplished in February, full applications shall occur two times annually as outlined below, and an additional application of fertilizer will be made in all overseeded areas. Note that the chemicals and fertilizer content listed below are general in nature. The chemical makeup of fertilizers applied and the amount of lime used will depend on the soil analysis results. The MSCM shall be notified a minimum of forty-eight hours prior to beginning any application.
    - (1) Winter, in February: Pre-emergent Weed Controls.
    - (2) Spring, in April: Post-emergent weed Controls/Chelated Iron/Lime/Fertilizer (10-10-10)/Disease (fungus and so forth) preventive controls
    - (3) Autumn, in August: Post-emergent weed Controls /Chelated Iron/Lime/ Fertilizer (14-10-10)/Disease (fungus and so forth) preventive controls

NOTE: An additional fertilization cycle, affecting annual plantings only, is discussed further on.

(c) Insect Control.

- (1) Turf areas shall be treated for insects such as fire ants, grubs, mole crickets and similar sub-surface insects at the Spring fertilization and spot-treated for fire ants and other insects at other times as necessary.

**b. Shrubs, Ground Cover, Tree and Plant Bed Maintenance.**

1. Shrubs and Ground Cover Trimming – Shrubs and ground covers shall be pruned monthly from the beginning of July through the end of October and April through the end of June (**Level A**), to keep plants aesthetically attractive and within intended boundaries, they shall undergo deep hand pruning and scaling down once during the months of November through March (**Level B**) to facilitate new growth and desired shaping.
2. Tree Pruning - Trees shall be maintained monthly so that branches or limbs will not be lower than seven feet above the ground when they overhang sidewalks and parking areas. Trees along the streets will be periodically trimmed to not impede vehicular traffic. All sucker growth around the base of trees shall be removed monthly to maintain a neat appearance. Trees located in naturalized areas shall be pruned in April and October to prevent growth from encroaching into maintenance area, and to maintain a natural appearance. All tree pruning shall be in accordance with ANSI standards.
3. Shrubs, Ground Cover and Tree Fertilization. The MSCM shall be notified a minimum of forty-eight hours prior to beginning any application.
  - (a) Shrubs, perennials, and ground covers shall be fertilized once per year with a granular fertilizer in April.
  - (b) Trees shall be fertilized annually in April with an approved granular or injection compound.
  - (c) Shrubs, perennials, ground covers and trees damaged by the Contractor's work force through normal operations or excessive pruning will be replaced at the Contractor's expense. Items replaced will be tagged and warranted.
4. Plant Bed Maintenance.
  - (a) Plant bed weeds shall be controlled by using pre-emergent and post-emergent herbicides on a weekly basis. If necessary, weeds shall be removed by hand if chemical means are not effective.
  - (b) All planting beds shall be policed weekly to remove any foreign growth (vines, weeds, etc.).
  - (c) Planting beds shall be treated for insects such as fire ants, grubs, mole crickets and similar insects at the Spring fertilizations and spot-treated at other times as necessary.
  - (d) All planting bed lines and tree rings shall be trenched by mechanical or manual means to a depth not less than three, nor more than five inches. Planting beds shall be trenched along areas bordered by sidewalks, curbs, turf, and annual beds. This Work will be accomplished immediately prior to mulching operations.

- c. **Insect / Disease Inspections and Control.** The Contractor shall conduct weekly insect and disease inspections of all plant life on the property. Inspections will be accomplished by a trained and experienced specialist (see para **C.7.d**). Identification of any problem shall result in acceptable and appropriate remedies. Turf area insect control and disease (fungus, and so forth) control is included in this portion of the Contract. Spot-treatment for insects, except fire ants, is included in the Indefinite Quantity portion of the Contract. The MSCM shall be notified a minimum of forty eight hours prior to beginning any general application of chemicals.
- d. **Mulching Applications.** A three (3) inch layer of premium Pine Straw shall be applied to all planting beds and trees to ensure a thorough cover. Loose straw shall be removed from shrubs, ground cover, annuals and other low plantings so that they completed application presents an aesthetic appearance.
1. Maintenance areas shall receive three (3) mulch applications per year (April, August, and December).
- e. **Debris Removal**
1. The Contractor shall be responsible for performing a detailed general clean-up prior to departing each Work day using mechanical or manual means. The debris removal program shall include the removal of shrub, bushes, ground cover and tree clippings, grass build-up, paper, cans, bottles, sticks, and other trash. This includes any debris from naturalized areas that has encroached onto the maintained area. All collected debris shall be removed and disposed off-site. All maintenance areas, including parking lots, ditches, drainage areas, and so forth shall be policed at the end of each Work day.
  2. During November to the end of March (**Maintenance Level B**), the Contractor shall remove fallen leaves from plant beds, turf areas, sidewalks, curbs, and gutters, when the build-up affects site aesthetics and at a minimum cycle of once each week.
- f. **Irrigation System Operation, Maintenance and Repair.** The contractor shall be responsible for setting irrigation system clocks to ensure timely and adequate watering cycles and monitoring the system to ensure proper operation. The Contractor is responsible for repairing damage to the system caused by contractor-managed work forces. Other repairs are included in the Indefinite Quantity portion of the Contract.
- g. **Hard Surface Area Weed Control.** The Contractor shall, on a weekly basis, inspect all sidewalks, curbing and other hard surfaced areas for weed infestation. Areas requiring treatment will be treated with an herbicide that will remove weeds without damaging the surrounding hard surface.
- h. **Hiker/Biker Trail (Palmetto Commerce Parkway and Wescott Blvd.)**. Trail shall be swept, edged and debris removed twice a month during Maintenance Schedule (A) and monthly during Maintenance Schedule (B) to maintain a neat appearance.
- i. **Seasonal Color (Wescott Entrance Signs)**. The contractor shall be responsible for planting appropriate seasonal color twice a year. Spring planting will be in late April and the Fall planting in late October. There will be one bed in fro of each entrance signs on Wescott Boulevard.

1. Planting beds shall be tilled to a minimum of six inches with appropriate amendments added to maximize growth and appeal. The contractor shall fertilize with an appropriate mix, depending on the variety of plant, on all installed annuals approximately two weeks after installation.
2. Each bed will consist of 500 – 6 inch annuals spaced at twelve (12) inches on center. Substituted sizes must be approved by the City’s Horticulturist. Plantings shall provide diversity of color and texture and avoid mass plantings of only one variety within a bed.

**D.4 INDEFINITE QUANTITY WORK REQUIREMENTS.** The majority of Work included in this Contract is discussed in the Firm-Fixed Price Clause. Indefinite Quantity Work is subdivided into two types - Grounds Maintenance and Irrigation System Repairs. The Contractor shall provide a Labor Hour Unit Price (**see Clause C4.e. for definition**) and a Fixed Burden Rate (FBR) (**see Clause C4.c for definition**) for each type of Work. These rates will be used when indefinite quantity work is ordered. The Contractor shall submit copies of receipts/invoices for all materials used when submitting for payment of Indefinite Quantity items.

- a. Specific Indefinite Quantity Work Items which will be accomplished on an "as-ordered" basis are as follows:
  1. Replacement of dead or severely damaged turf not the responsibility of the Contractor.
  2. Replacement of dead or damaged shrubs, ground cover and trees not the responsibility of the Contractor.
  3. Chemical treatment to turf areas to inhibit insects (mole crickets, grubs, army worms, etc.) not included in the Firm-Fixed Price requirements.
  4. Chemical treatment to planting bed areas to inhibit insects (mole crickets, grubs, army worms, etc.) not included in the Firm-Fixed Price requirements.
  5. Severe Weather Clean-Up. In the event of a natural disaster creating conditions beyond that anticipated for normal seasonal needs, the contractor shall not be held responsible for the debris removal under the Firm-Fixed Price Clause of this Contract. The Contractor shall begin debris removal procedures within 24 hours of the completion of the severe weather incident and shall prosecute the Work such that it is completed within 96 hours after Work has begun.
- b. The City may, from time to time, request that miscellaneous, related Work be accomplished per this Clause. In those cases the appropriate Labor Unit Rate and FBR shall apply.

**END OF SECTION D**