

## CONTRACT FOR MUNICIPAL STADIUM LANDSCAPE MAINTENANCE

**THE PARTIES TO THIS Contract** are the City of Daytona Beach, a Florida municipal corporation ("City") and Yellowstone Landscape-Southeast, LLC, a Limited Liability Company ("Contractor").

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

**Section 1. Scope of Services.** Contractor will provide landscape maintenance services to the City as further described in ITB 20511 attached hereto and incorporated herein by reference.

**Section 2. Incorporation of ITB and Offer Package.** The City's Invitation to Bid (ITB) 20511, and any Addenda are incorporated herein as Exhibit A. The Contractor's Responsive Offer is attached as Exhibit B. In case of conflicts between the Solicitation, Exhibit A, and the Offer, Exhibit B; Exhibit A (the ITB) will govern. In case of conflicts between Exhibit A and other provisions of this Contract, this Contract will govern.

**Section 3. 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, 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 Director  
The City of Daytona Beach  
950 Bellevue Avenue #100  
Daytona Beach, FL 32114  
Fax: 386.671.8620

**To Contractor:**

Attn: Barry Critcher  
Title: Business Development Manager  
Contractor: Yellowstone Landscape – Southeast, LLC  
Address: 1077 Derbyshire Road  
City/ST/Zip: Daytona Beach, FL 32117  
Fax: N/A

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

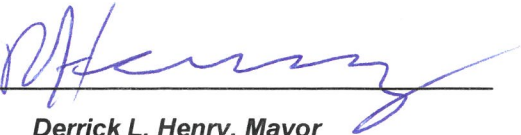
**Section 5. Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

**Section 6. Effective Date and Term.** The Effective Date of this Contract is the date on which the last Party signs it. The successful Bidder(s) shall be awarded a Contract for an initial 3 years, commencing on the effective date. The City will have the option to renew this Supplier up to 2 Terms of 1 year(s) each, by providing Supplier written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by Supplier.

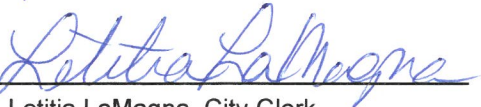
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IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

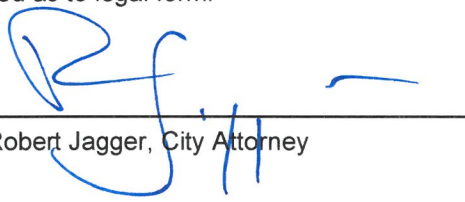
THE CITY

By:   
Derrick L. Henry, Mayor


Date: 9-24-20

Attest:   
Letitia LaMagna, City Clerk

Approved as to legal form:

By:   
Robert Jagger, City Attorney

YELLOWSTONE LANDSCAPE-SOUTHEAST,  
LLC

By:   
Printed Name: Barry Critcher

Title: Business Development Manager

Date: July 6, 2020

THESE TERMS ARE STANDARD FOR ALL SOLICITATIONS ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL PROVISIONS.

**SECTION 1: DEFINITIONS.** Certain terms used herein will have the following meanings:

- D-1. Addenda means written or graphic instruments issued prior to the end of the Offer Phase which clarify, correct, or change the solicitation documents or Contract documents. Also means Addendum.
- D-2. Bidder – one who submits a response to a Solicitation.
- D-3. City means the City of Daytona Beach, unless the context indicates otherwise, includes the City's officers, employees, and agents.
- D-4. Commodities means the supplies, materials, Goods, merchandise, food, equipment, or other personal property, excluding real property, that the Bidder will be obligated to provide the City under any resulting Contract. References to Goods shall mean Commodities. The commodities are generally set forth in the Price Sheet.
- D-5. Contract means the form Contract, if any, required by the City in order to integrate all terms and conditions therein, provided by the City for the Bidder's execution and includes 1) the Solicitation documents 2) the Offer Package, 3) the Resolution or Ordinance 4) all Purchase Orders issued pursuant to the Solicitation documents 5) all amendments that may after the date of award be executed by the Bidder and the City 6) any addenda 7) any other Solicitation Documents. Also means an agreement to purchase Goods or Services or both, regardless of whether the agreement is reduced to a single written document.
- D-6. Electronic Signature means the original signature transmitted and received via electronic transmission of a scanned document, (e.g., PDF or similar format) and are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The City shall determine legibility and acceptability for public record purposes.
- D-7. Florida Prompt Payment Act means F.S. §§ 255.0705—255.078, as amended from time to time.
- D-8. Goods means Commodities.
- D-9. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of six months prior to the date Offers 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.
- D-10. Notice of Intent to Award (NOI) means a written notice given by the City stating that staff is recommending award to the listed Bidder. It includes instructions for completing and submitting any Contract that accompanies the NOI.
- D-11. Offer means Solicitation Response, Submission, Submittal, Bid, or Proposal, submitted by a Bidder on the prescribed forms setting forth the prices for the work to be performed, and in the case of a Request for Proposals, the credentials, qualifications, and proposed project approach. Also means Offer Package.
- D-12. Offer Deadline means the specific date a time that a Solicitation is due. No Offers will be accepted after this time.

- D-13. Offer Phase means the period of time between the posting of the Solicitation and the Offer Deadline (date and time) for which Offer Packages must be submitted.
- D-14. Official Time 1) shall be reflected within the Platform as time remaining in the Offer Phase. 2) the Negometrix clock used to determine when the Offer Deadline expires.
- D-15. Platform means Negometrix, the software currently used by the City. All communications regarding this solicitation will be posted at [www.codb.us/841/purchasing](http://www.codb.us/841/purchasing) through the Public Solicitations link. Bidders MUST submit Offers through the Platform. The Platform is utilized by the City and the Bidders to: 1) Allow Bidders to register and manage their company records, 2) Post and issue City solicitation packages for Bidders from inception to award of a solicitation, 3) Allow Bidders to submit an Offer Package online, electronically, through the Platform, 4) Allow Bidders to view all public record documents related to an online Solicitation.
- D-16. Pricing Sheet: The area within the Platform where Bidders will provide their pricing response for the Solicitation. Also known as Price sheet.
- D-17. Purchase Order means a written document to a Bidder formalizing the terms and conditions of a proposed transaction.
- D-18. Responsible: Refers to a Bidder that has the necessary skills, ability, capacity, and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- D-19. Responsive: means conforming in all respects to the Solicitation Package, except minor irregularities.
- D-20. Services means a Supplier's ability to comply with promised delivery dates, specifications, and technical assistance. Also means the furnishing of labor, time, or other form of effort.
- D-21. Solicitation means the group or collection of information that constitutes detailing the requirements and requesting responses, Offers, or submittals from eligible Bidders. The information may be in the form of electronic documents, files, and information contained in data fields in the Platform.
- D-22. Supplier: Contractor, Company, Respondent, or Proposer to whom the Contract is awarded.
- D-23. Tabulation Sheet means the opening results of a Solicitation. The Bidder's name, City, and Offer Price will be recorded for Invitations to Bid.
- D-24. Term Contract means a Contract in which a source of supply is established for a specified period of time for specified Services at specified prices.

**END OF SECTION**

## SECTION 2: INSTRUCTIONS TO BIDDERS

**IS-1. SOLICITATION DOCUMENTS.** The Solicitation Documents consist of the Information Page; these Instructions; General Provisions; Special Provisions, if any; Technical Specifications, if any; Insurance Requirements; the Offer Package, 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 Offer, regardless of whether these forms are described herein as exhibits or attachments to the Solicitation. Together, the Offer Forms and the additional forms required to be submitted by the Bidder as part of the Offer, constitute the "Offer Package."

**Electronic Posting of Solicitation Documents.** The City's **ONLY** official outlet for publication and posting of City of Daytona Beach Solicitations is on the Negometrix Platform. The Platform is the only place the City will post Solicitation information, addendums, questions & answers and Contract related information. The City will not honor or verify information redistributed or reposted by other entities on other Internet sites. Bidders relying on such 'second hand' information will do so at their own risk and of no consequence to the City.

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

**IS-2. COMPLETING THE OFFER PACKAGE.** In submitting the Offer, the Bidder must complete and include all Offer documents. In order for the Offer to be considered complete:

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

B. The City requests that the Bidder submit only the forms provided in the Platform. If the Bidder submits any additional documents other than the forms provided these extraneous documents will be discarded. All fields requiring a response must be completed by the Bidder, failure to do so may result in the Bidder's Offer Package being deemed non-responsive and not considered for award.

C. Where the Price Sheet only calls for unit prices, the Bidder must quote all unit prices and extend unit prices set forth on the Price Sheet. The Bidder must include the Price Sheet with their Offer in order to be Responsive. If this Solicitation allows for lot-by-lot Offers, the Bidder must comply with the Special Instructions set forth in the Solicitation Documents.

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

E. The Bidder must not submit alternative Offers unless this Solicitation specifically authorizes alternate Offers. If this Solicitation specifically requires the submission of alternate line items, the Bidder must submit the base price and the alternative line item price(s) in the format provided on the Price Sheet in to be considered Responsive.

F. The Offer may not contain qualifications or exceptions of any kind.

G. All other Offer requirements stated herein must be met.

**IS-3. SIGNING THE OFFER PACKAGE.** The Offer must contain an original or Electronic 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. 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 the full legal names of all persons/firms comprising the joint venture on separate signed attachment(s).

C. The person signing the Offer Forms on behalf of the Bidder must be the same person who signs all other Offer Package documents.

**IS-4. REQUESTS FOR INTERPRETATIONS.** If the Bidder is in doubt as to the meaning of any of the documents included in this Solicitation, the Bidder may submit a written request to the City for an interpretation (see questions and answers). Such requests must be received **7 days** prior to Offer opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation of the Solicitation Documents issued by the City in the form of a written addendum will be deemed to be a part of the Solicitation Documents. **NO ORAL CLARIFICATION OR INTERPRETATION BY ANY PERSON WILL MODIFY OR OTHERWISE EFFECT THE TERMS, CONDITIONS, OR SPECIFICATIONS STATED IN THESE SOLICITATION DOCUMENTS. ALL MODIFICATIONS WILL BE EFFECTED IN WRITING BY ADDENDUM**

**QUESTIONS AND ANSWERS.** All answers to material questions will be published on the Platform. Bidders are required to review all questions and answers within the Solicitation. Questions and answers are as authoritative as any information issued in a formalized addendum and incorporated into the Solicitation Documents or any Contract resulting from this Solicitation.

**IS-5. ADDENDA TO SOLICITATION DOCUMENTS.** Prior to the Offer opening, the City may, on the City's own initiative or in response to a request for clarification, furnish Addenda, or answer online questions via the Platform for additions or alterations to the Solicitation Documents previously supplied by the City. In addition, the City may by Addendum extend the date scheduled for the Offer opening. The Purchasing representative will post Addenda on the Platform and will make reasonable efforts through the Platform to notify all potential Bidders of the issuance of said Addendum. The City's Purchasing website address is [www.codb.us/841/Purchasing](http://www.codb.us/841/Purchasing); Addenda may be found under the "Public Solicitations" link. **The Bidder is solely responsible for ensuring that the Offer Package reflects all such Addenda.**

**IS-6. SUBMISSION OF ONLINE OFFERS.** The City will only accept Offers online through the Platform. **No paper Offers will be accepted.**

**All electronic files uploaded** must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Bidders will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Bidders will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Offer that does not meet the criteria stated in this paragraph.

**IS-7. WITHDRAWAL OF OFFER.** The Bidder may withdraw their Offer and resubmit anytime until the due date and time, i.e., the end of the Offer Phase. Once the Offer Phase has ended the City will be able to view the Offers and begin the evaluation of all Offers received. Once the Offer Phase has ended no changes or withdrawals can be made by the Bidder.

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

**IS-8. DISQUALIFICATION OF OFFER.**

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

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

**IS-9. OFFER PHASE, OPENING DATE.** The Offer opening will be scheduled at the date and time specified by the Solicitation (i.e., the end of the "Offer Phase"), or as changed by Addenda or response that the City may issue. At Offer opening, the City will open and record the Offers so long as they are proper and have been timely submitted. In recording the Offer the City will record the name of the Bidder, location (City, State) and the Price. The Tabulation Sheet will be reviewed and verified by the Purchasing Agent after being opened by the Buyer, or their designees. The Bidder is solely responsible to ensure that the Offer is submitted online prior to the end of the Offer Phase. Late submissions will not be accepted by the Platform. There will be no public Offer opening for this Solicitation.

**IS-10. OFFER OPENING RESULTS.** The Bidder may secure information pertaining to Offer opening results on the Purchasing Division webpage [www.codb.us/841/Purchasing](http://www.codb.us/841/Purchasing), or by emailing a request to [purchasing@codb.us](mailto:purchasing@codb.us). Copies of Tabulation Sheets will be furnished upon request and receipt of a valid email address.

if the actual results are modified after staff conducts due diligence, in any way a revised Tabulation Sheet will be signed by the Purchasing Agent or Buyer and a witness and posted on the Platform.

**IS-11. THE SOLICITATION IS AN OFFER.** In submitting the Offer, the Bidder certifies that the Bidder is making a firm Offer that will remain open for 60 days following Offer opening unless properly and timely withdrawn by the Bidder prior to Offer Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Offer after opening. Extensions of time beyond the 60 day-period will only be by agreement of the City and the Bidder.

**IS-12. PRICE INCLUSIVE OF COSTS.** The Offer price is inclusive of all of the Bidder's direct and indirect costs of performing the work including but not limited to delivery, freight, and fuel surcharges.

**IS-13. FEDERAL TAXES.** The Offer 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 price. Tax exemption certificates will be furnished upon request.

**IS-14. PUBLIC RECORDS.** Sealed Offers received by the City pursuant to the Solicitation will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Per F.S. §119 results are not a public record for 30 days from the date of the Offer opening or when a Notice of Intent to Award is posted, whichever is first. Thereafter, all Offers will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Offer or any portion thereof is permanently exempt from disclosure under the public records laws, the Bidder must state the grounds for this position in CAPITAL LETTERS in a certified letter addressed to the Purchasing Agent and received at least 3 days prior to the Offer opening. The Bidder will be contacted prior to the opening of the Solicitation 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 withdraw the sealed Offer.

**IS-15. 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.

**IS-16. REVIEW; BASIS OF AWARD.** Offers will be reviewed in accordance with the procedures set forth in these Instructions and the applicable provisions of the City Purchasing Code (Chapter 30 of the City Code of Ordinances). Any Contract award pursuant to the Solicitation will be made on the basis of the criteria for award of Solicitations provided in the Purchasing Code.

**IS-17.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 Offers received in relation to such expenditures.

As used in City Code, the term, "Local Vendors" 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 Solicitations were received for the purchase or Contract at issue, which generally provides from such permanent place of business the kinds of Goods 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 Offer by a non-Local Vendor, and an Offer by a Local Vendor is within 10% of the lowest Offer, then these two Bidder's will each have the opportunity to submit a best and final Offer equal to or lower than the amount of the lowest Offer within five working days after Offer opening. The Contract will be awarded to the Bidder submitting the lowest Responsive Offer or final Offer. In case of a tie between a Local Vendor and a non-local Vendor the Contract 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 Offer Package. A Bidder who fails to properly complete and sign this affidavit or submit it with the Offer Package, will not be further considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Offer Package, 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.

**IS-18. IDENTICAL TIE OFFERS.** If there are two or more low Responsive Offers from Responsible Bidders that are identical in price, the tie will be broken in 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 the Solicitation Documents.

**IS-19. RIGHT TO ACCEPT OR REJECT OFFERS.** The City will reject Offers which contain modifications, which are incomplete, unbalanced, conditional, obscure, which contain additions not requested, which contain irregularities of any kind, or which do not comply in every respect with these Instructions and the Contract Documents, unless the City determines in its sole discretion that the non-compliance is minor.

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

**IS-20.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 and any other provisions of the Contract Documents, the other provisions of the Contract Documents will prevail.

**IS-21.PIGGYBACK AUTHORITY.** All Suppliers awarded Contracts pursuant to this Solicitation are required to permit government agencies, cities, counties, and political subdivisions to participate in the Contract under the same prices, terms, and conditions except where allowance are made for differences in delivery costs.



**IS-22.PUBLIC ENTITY CRIMES.** Any party submitting an Offer in response to this Solicitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with their Offer. The form is included in the Solicitation Documents.

**IS-23.COMPLIANCE WITH LAWS.** The Supplier will comply 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 awarded Supplier 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.

**IS-24.MAINTENANCE OF LICENSES.** The Supplier will maintain all required licenses in full force and effect during the Contract term, including any renewal options.

**IS-25. SUPPLIER RESPONSIBILITY FOR PREPARATION COSTS.** Neither the City nor the City's officers or agents will be liable for the costs incurred by the Supplier in reviewing or responding to this Solicitation.

**END OF SECTION**

## SECTION 3: GENERAL PROVISIONS

### GP-1. COMPENSATION AND PAYMENTS; LIMITATIONS

A. Unless the Price Sheet specifically provides for reimbursement of expenses, the compensation described herein will be Supplier's sole compensation for the Services to be provided. Supplier will be solely responsible for all costs Supplier incurs in meeting its obligations herein.

B. For Services, provided by Supplier pursuant to this Contract, the City will pay Supplier an amount not to exceed the amount described in the Price Sheet.

C. For Unit Price Contract, City will pay Supplier an amount not to exceed the amount described in the Price Sheet of the Offer Package.

**UNIT PRICING AND QUANTITIES.** If this Solicitation requests submission of unit prices quantities stated are an estimate only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.

**GP-2. BILLING; MANNER OF PAYMENT.** In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms will be paid in accordance with the local government Prompt Payment Act (218.70 F.S.). Payment will be made 45 days after Supplier has provided an accurate and undisputed invoice, except where the City accepts a prompt payment discount from the Supplier and the Services are not defective. All invoices must have a unique invoice number, date, and pricing by line item and unit price that are consistent with this Contract and such Purchase Order. Improper invoices will be returned to the Supplier. Any additional terms and conditions set forth on an invoice not in compliance with this Contract or the Purchase Order are null and void. Nothing in this Contract will be deemed to create an obligation on the City's part to pay a subcontractor of Supplier's for Services provided under this Contract.

**GP-3. RELATIONSHIP BETWEEN PARTIES.** This Contract does not create an employee-employer relationship between the City and Supplier. Supplier is an independent Contractor of the City and will be in control of the means and the methods in which the requested work is performed. As an independent Contractor, Supplier will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract, and Supplier 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. Supplier will also be responsible for the performance of Supplier's subcontractors.

**GP-4. DOCUMENTS.** All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Supplier 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.

### GP-5. PUBLIC RECORDS.

A. To the extent applicable, Bidder 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 Supplier 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. Supplier 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 SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SUPPLIER 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 Supplier's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

#### **GP-6. TERMINATION OF CONTRACT.**

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

1. Before terminating for convenience, City must provide Supplier at least 30 days 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 GP-6 (A)(3), before terminating due to Supplier's material breach of its Contractual obligations, City must provide Supplier prior written notice, specifying the breach and demanding Supplier remedy the breach within 10 days of the notice, or as demonstrated by the Supplier's timely submitted Show Cause Notice, 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 Supplier fails to remedy the material breach within the period described in the City's Notice to Cure.

3. The City may terminate this Contract upon Supplier's breach without providing Supplier an opportunity to remedy the breach as referenced in GP-6 (A)(2), if Supplier or any of Supplier's personnel, in connection with the provision of Services, 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 Supplier written notice.

B. If the termination is for convenience, Supplier will be paid compensation for Goods accepted or Services performed to the date of termination. If termination is due to Supplier'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 Supplier will be liable to the City for all reasonable additional costs occasioned to the City thereby.

C. If after notice of termination for the Supplier's failure to fulfill Contractual obligations it is judicially determined by a court of law that the Supplier 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 Supplier will be made as provided in GP-6(B) for 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.

E. Subject to Odebrecht Constructions, Inc., vs Prasad and Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation and their progeny, this paragraph applies to any Contract for Services or Items of \$1 million or more. Supplier certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. City may terminate this Contract at the City's option if Supplier is found to have submitted a false certification as provided under subsection (5) of , or been placed on the Scrutinized Companies §287.135, Fla. Stat., as may be amended or revised or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised.

**GP-7. SEVERABILITY.** If one or more of the provisions contained in this Contract are held to be invalid, illegal or unenforceable for any reason in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, and this Contract will then be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

**GP-8. LIMITATION ON WAIVERS.** Neither the City's review, approval, or acceptance of, or payment for, any of the Services provided by Supplier, will be construed to operate as a waiver of the City's rights under this Contract. Supplier will be and always remain liable to the City in accordance with applicable law for any and all damages to the City.

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.

**GP-9. 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.

#### **GP-10. GENERAL TERMS AND CONDITIONS.**

**A. Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the change is reduced to 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, Supplier 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 Supplier.

**D. Truth in Negotiations Certificate.** Supplier 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 Supplier's Services under this Contract.

**F. Contingency Fee.** Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Supplier, 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 Supplier, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**G. Nondiscrimination.** Supplier will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Supplier 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, Supplier 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, Supplier 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.

**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. 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.

**L. Failure to Enforce.** Failure by the City at any time to enforce the provisions of this Contract will not be construed as a waiver of any such provisions. Such failure to enforce will not affect the validity of the Contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**M. Non-Exclusive Contract.** This is not an exclusive Contract. Award of this Contract will impose no obligation on the part of the City to use the successful Supplier for all work of this type that may be required during the Contract period. 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 Contract.

**N. 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.

**O. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.** This Contract and the Services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

**P. Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity under Florida law, including Section 768.28, Florida Statutes. Nothing in this Contract, or any Purchase Order, or notice provided under this Contract will be deemed to be a waiver of sovereign immunity or of the limitations on liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida legislature, and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, equity, or Contract will not exceed the dollar amount set by the legislature for tort. Nothing in this Contract, or any Purchase Order, or notice provided pursuant to this Contract will inure to the benefit of any third party for the purpose of allowing a claim against the City, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**Q. Books and Records.** The Supplier will maintain books, records, and documents pertinent to performance under this Contract and any Purchase Order issued hereunder in accordance with generally accepted accounting principles. The City will have inspection and audit rights to such records during the

term of this Contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from such performance will be made available until a final disposition has been made of such litigation, appeals or claims.

**R. UCC.** In addition to any rights or remedies contained in this Contract, each party will have the rights, duties, and remedies available through the Uniform Commercial Code.

**S. Title/Risk of Loss.** Title and risk of loss will not be deemed to pass to the City unless and until the Services ordered have been delivered; and, where inspection is required prior to City acceptance, until the City has inspected and accepted such Services.

**T. Governmental Restrictions.** In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items awarded to the Supplier prior to delivery, it will be the responsibility of the Supplier to notify the City in writing at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

**U. Patent Infringement, Etc.** By submission of this Offer, the Bidder certifies that the merchandise to be furnished will not infringe any valid patent, copyright, or trademark and the successful Bidder will, at his own expense, defend any and all sections or suites charging such infringement and hold The City harmless in case of any such infringements.

**V. Bonds.** There is no bonding required for this Solicitation.

**GP-11. CRA MAY ORDER GOODS PURSUANT TO CONTRACT.** If the funds to be used to pay for a portion of the Service are from redevelopment trust funds, the CRA is authorized to order Goods and Services for a specific Procurement under this Contract instead of the City.

**GP-12. STANDARD OF PERFORMANCE.** Supplier's Services will at a minimum meet the level care and skill ordinarily used by members of Supplier's profession performing the type of Services provided herein within the State of Florida.

**GP-13. SUSPENSION OF SERVICES.** The City may suspend Supplier's Services if the Notice to Cure provided pursuant to Section GP-6 (a)(2) so directs. The City may also suspend Supplier's Services in lieu of termination, under the conditions set forth in Section GP-6 (a)(3), by providing Supplier written Notice of Suspension. Supplier will suspend activities immediately upon receipt thereof; and in such instance Supplier's rights and obligations to provide Services referenced herein will also automatically be suspended for the period of such suspension.

**GP-14. CITY'S RESPONSIBILITIES.** The City agrees to make available for review and use by the Supplier, reports, studies, and data relating to the Services required. The City will establish a project manager to meet periodically with the Supplier to facilitate coordination and ensure expeditious review of work product.

**GP-15. FAILURE TO DELIVER.** In the event of the Supplier's failure to deliver Services in accordance with these terms and conditions, the City, after due oral and written notice, may procure the Services from other sources and hold the Supplier responsible for the purchase and administrative costs. This remedy will be in addition to any other remedies that the City may have.

**GP-16. PERSONNEL.** Supplier represents that Supplier has or will secure, at Supplier'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.

The City of Daytona Beach will, throughout the term of the Contract have the right of reasonable approval and rejection of staff or subcontractors assigned to the work by the Supplier. If the City reasonably rejects staff or subcontractors, the Supplier must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Supplier's employees and subcontractors are the sole responsibility of the Supplier.

**IF THIS SOLICITATION IS FOR PERFORMING A TERM CONTRACT THE FOLLOWING CONDITIONS WILL ALSO APPLY.**

**GP-21. NON-APPROPRIATIONS CLAUSE.** In the event sufficient funds are not budgeted for a new fiscal period, the City will notify the Supplier of such occurrence, and this Contract will terminate on the last day of the current fiscal year without penalty or expense to the City.

**GP-22. ELIGIBLE USERS.** All departments of the City are eligible to use this Term Contract. Such purchases are exempt from the competitive requirements otherwise applying to their purchases.

**END OF SECTION**



## SECTION 4: INDEMNIFICATION & INSURANCE REQUIREMENTS

**IR-1. INDEMNIFICATION.** The Supplier hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Supplier, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

**IR-2. SUBMISSION OF INSURANCE.** The Successful Supplier must submit any required insurance on or before submission of the signed Contract or prior to issuance of a notice to proceed.

**IR-3. INSURANCE.** Supplier will provide and maintain at Supplier'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. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or sub-contractor providing such 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 Supplier, 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.

2. Liability Insurance, including (i) Commercial General Liability coverage for operations, independent Supplier's, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Supplier 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 Supplier 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. Supplier's Commercial General Liability insurance policy shall provide coverage to Supplier, 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 Suppliers, Property of City in Supplier'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 shall be used to provide such Additional Insured status that is at least as broad as ISO form CG 20 10 11 85. .

Unless specifically waived hereafter in writing by the Risk Manager, Supplier 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.

B. Reasonable Deductible. Any insurance policy required by or pursuant to this Section may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Contractor to the City and approval from the Risk Manager for the City is given, which approval shall not be unreasonably withheld or delayed.

C Proof of Insurance. Supplier will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Supplier will not commence work until all proof of such insurance has been filed with and approved by the City. Supplier 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, Supplier 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.

D. Cancellation; Replacement Required. Supplier 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 Supplier's prior knowledge Supplier 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 Supplier's expense if Supplier fails to do so.

E. Termination of Insurance. Supplier may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Supplier has received written notification from the Risk Manager that Supplier 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 Supplier if the request is made no earlier than two weeks before the work is to be completed.

F. Liabilities Unaffected. Supplier's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Supplier'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 Supplier's failure to obtain insurance coverage.

Supplier 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 Supplier that does not meet the requirements of this Contract.

G. Risk Manager. All references to the Risk Manager will be deemed to include the Risk Manager's designee.

## END OF SECTION

## **SECTION 5: SPECIAL PROVISIONS**

**SP-1. EFFECTIVE DATE AND TERM.** The Effective Date of this Contract is the date on which the last Party signs it. The successful Bidder(s) shall be awarded a Contract for an initial 3 years, commencing on the effective date. The City will have the option to renew this Supplier up to 2 Terms of 1 year(s) each, by providing Supplier written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by Supplier.

### **SP-2. BIDDER QUALIFICATIONS AND REQUIRED SUBMISSIONS**

**Minimum Qualifications.** In order to be considered qualified to perform the requested Services, the Bidder must have all required permits, must have an active, permanent, and successful operation within the State of Florida for a minimum of three years prior to the date of submission of Offer, and must otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested Services.

**END OF SECTION**

## **SECTION 6: SPECIFICATIONS**

### **6.1: SCOPE OF SERVICES:**

The scope of this Contract includes maintenance of grounds, irrigation inspection and repair at the Daytona Beach Municipal Stadium, 3777 LPGA Boulevard, Daytona Beach, FL. The scope of services 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 specified, in a manner that will maintain healthy turf, shrubs, and plants and present a clean, neat and professional appearance.

### **6.2: GENERAL:**

The City of Daytona Beach requires landscape maintenance and irrigation inspection and repair services at City of Daytona Beach Municipal Stadium. Stadium property totals 32 acres. 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. The Contractor will service the Stadium in accordance with the Maintenance Specifications for a total of 41 services.

The Contractor will provide services including mowing; edging; string trimming; hedge trimming; weeding; fertilizing; mulching; irrigation inspection and repair; pest control to include insects, weeds and disease; plant replacement; and debris removal and disposal.

### **6.3: DEPARTMENT CONTACTS:**

The Department Contact will be notified when services are being provided. Monthly invoices will be submitted for services provided to the department. The Department Contact is:

Mark Pincket, Contracts and Renovations Supervisor;  
386-671-8634  
[pincketmark@codb.us](mailto:pincketmark@codb.us)

### **6.4: FREQUENCY:**

Contractor will service Stadium according to the following schedule. An "Event" is defined as each time a service is provided.

April 1 through October 31: Service Location serviced in accordance with the Maintenance Specifications one time per week.

November 1 through March 31: Service Locations serviced twice each month.

### **6.5: MAINTENANCE SPECIFICATIONS – GENERAL:**

**A. Base Maintenance:** Contractor will provide all services required that are not itemized under the Base Maintenance line item on the Bid Schedule including but not limited to litter control (trash & debris removal); turf mowing; edging; trimming; shrub, tree, and palm maintenance; weed control; and pond bank maintenance.

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.**

Contractor will inspect Irrigation system for optimal operation during each service performed. Contractor will inspect by turning the system on and off, performing a visual check of each zone of irrigation system to confirm proper function. Contractor will repair any malfunctions, broken heads, leaks, or other problems with the irrigation systems and notify the Department Contact that the repairs were performed.

Contractor will make repairs to the irrigation system in accordance with the "Irrigation" Section 6.N. City will provide location of controller to Contractor. The City will ensure that the irrigation system is adequate and functional, as installed, before the Contractor commences work under this Contract. The Contractor will make all repairs beyond the control valves. The City will make 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.**

1. Contractor will mow all turf to height of 3" to 4", including under tables, bleachers and to water level of ponds, regardless of water level.
2. Contractor will perform weed-eating, edging, and blowing of cut grass at Stadium according to the schedule outlined in Frequency, Section 4.
3. Contractor will remove trash and debris removal each time the Stadium is mowed. Contractor will dispose of all debris properly.
4. Contractor will perform trimming and edging wherever landscaped areas abut paved areas including sidewalks, landscape beds, driveways, roadways, fences and curbs.
5. Blowing of cut grass into landscape beds, storm drains, roadways, sidewalks, driveways, or buildings is prohibited.

**D. Landscape Beds**

1. Contractor will keep all landscape beds weed free at all times by manual or chemical means.
2. Contractor will keep all shrubbery 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. Contractor will mulch all landscape beds twice yearly with a natural hardwood mulch. Cypress mulch is prohibited.
4. Contractor will perform a major clean-up of the fence line at the beginning of the contract and will maintain the fence line as part of Base Maintenance. Major clean up includes but is not limited to the following tasks:
  - a. Contractor will clear all growth and debris growing or laying on or through the fence poles, rails or fabric, affecting the integrity of the fence
  - b. Contractor will clear, trim and remove all vegetative growth and debris to 3 feet outside of fence.
  - c. Contractor will clear, trim and remove all vegetative growth and debris to 3 feet above the top-rail of fence.
  - d. Contractor will trim native plant material, but will not remove same without written Department Contact approval.

**E. Weed Control/Hard Surfaces.**

Contractor will keep 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 kept weed free by mechanical or other means.

#### **F. Fertilization and Pest Control**

1. Contractor will maintain all plants and turf pest and disease free.
2. Contractor will use fertilizer that meets Florida-friendly fertilizer requirements pursuant to Section 403.9337 F.S.
3. Contractor will apply phosphorus-free weed and feed products to turf in April, June and October. Payment for this service is included in the Fert/Pest Control-Turf line item. No separate payment will be made for this application.
4. Contractor will fertilize all shrubbery with a balanced plant & tree product in mid-March and mid-October. Payment for this services is included in the >line item. No separate payment will be made for this application.
5. Contractor will utilize personnel applying fertilizer who possess a "Limited Certification" for urban landscape commercial fertilizer application.
6. Contractor will utilized personnel applying herbicides and pesticides who possess proper certification and licensing from the Florida Department of Agriculture and Consumer Services (FDACS) I the category of "Ornamental and Turf"
7. Contractor will supply all fertilizer applications that are "granular" in makeup. Contractor will not use liquids fertilizers to replace granular applications.

#### **G. Plant Replacement.**

Contractor will replace any plant or turf requiring replacement upon written request of the Department Contact at the City's expense if the plant/turf failure was not caused by the Contractor's failure to mitigate adverse conditions such as damages caused by untreated pests and disease. No plant or turf will be replaced without prior written authorization of the Department Contact. City will pay for replacement plants or turf at cost, without mark up. Contractor will supply invoices for plant/turf supply verifying the cost. The City will pay a reasonable number of hours at the Contract Unit price for such replacement.

#### **6.6: 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 the Stadium. Contractor will provide a sufficient number of certified, qualified personnel, including management, operational, and technical staff, 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 Stadium. Contractor will specifically provide a sufficient number of supervised staff to complete the maintenance duties at each service event.

**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 Department Contact 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 or subcontractor from performing maintenance on the City's grounds where such employee's subcontractor'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 Department Contacts 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 Stadium 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 of the Stadium that requires mowing.

Contractor will avoid mowing wet grass when possible. Contractor will keep mower blades sharp so that the cut grass edge is clean and not ragged. Contractor will change mowing patterns frequently to avoid wear. Contractor will remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. Contractor must prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the Contractor will remove the materials immediately. Contractor will mow only with a rotary mower. Contractor will mow turf to a minimum height of 3" to a maximum height of 4" above soil level. The Contractor will adjust the mowing height at the discretion of the Department Contact and provided by written notification a minimum of one week in advance. The Contractor will not adjust mowing height without written authorization from Department Contact. The Contractor may make recommendations based on observed conditions and seasonal adjustments.

The Contractor will be provided 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 Landscape system upon commencement of the contract. The Contractor will maintain the integrity of the turf, sod, and landscaping after this initial inspection report and subsequent repairs. If the "City" cannot complete repairs prior to the commencement of the contract, the Contractor will maintain property

in “as is” condition until corrections are completed, at which point the Contractor will assume applicable maintenance activity.

**F. Edging/Cleanup.** Contractor will trim and properly edge all shrub and flowerbeds as well as tree rings, curbs, walkways, lighting, all common areas, parking lots, all other obstacles in the landscape and any other area that requires edging and cleanup at each Event and will remove clippings. Contractor will repair or replace damage to property or existing vegetation caused by improper trimming or edging within 48 hours at the Contractor's expense. Contractor will vacuum, sweep, or blow all walks and other paved areas while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Contractor will rake and clean landscape areas of clippings, leaves, sticks, twigs and all litter at each service cycle. All mowing schedules will be subject to approval by the Department Contact.

**G. Shrubs, Trees and Palm Maintenance.** . This section applies to all common areas, parking lots and any other area as part of the Stadium that contains shrubs, trees, and palms. 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). Contractor will utilize mechanical trimming only when the health or appearance of the plant will not be damaged by the mechanical trimmers. Contractor will selectively cut back ground cover plants to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. Contractor will make all cuts with sharp and proper tools. Contractor will leave a living bud at the end of the stub when cutting parts of branches. Contractor will make cuts sufficiently close to parent stem so that the healing can readily start under normal conditions. Contractor will disinfect tools after each cut and between trees on trees known to be diseased. Contractor will prune only at the time of season proper for the variety. Contractor will prune or trim at least twice each growing season to keep the natural shape of the individual plant. Contractor will remove dead limbs, branches and fronds up to a height of 10 feet from all trees on an ongoing basis. Contractor will perform no pruning to live wood that would affect the fullness or intended character of the planting. Contractor will remove all sucker growth from the base of trees on an as needed basis. Contractor will remove any limbs which pose a threat to public safety up to a height of 10 feet.

**H. Fertilization.** This section will apply to all common areas, parking lots and any other area as part of the Stadium that require fertilization. Contractor will provide a schedule of fertilization dates and fertilizer analysis, prior to application subject to approval by Department Contact. Contractor will use a commercial grade fertilizer product recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type and the time of year. Contractor will apply fertilizer continuously; fertilization has once begun, until all areas have been completed. Contractor will immediately remove fertilizer thrown on hard surfaces, 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. Contractor will replace any grass and other plants damaged by over fertilization or improper “watering-in” of fertilizer at the Contractor's expense. The City will authorize and negotiate soil amendments needed, as indicated by soil sampling. Contractor must possess 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 possess 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.



**1. Turf and Other Grassy Areas.** 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 can be discussed. The Department Contact will authorize the use of fertilizer and chemical products for this purpose. The February and October applications will include a pre-emergent weed control product. The May and August applications will include a broad spectrum insecticide. Contractor will apply two (2) complete applications of a pre-approved, pre-emergent on the Facility 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 1<sup>st</sup> and September 30<sup>th</sup>.

**2. 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. Contractor will apply fertilizer for all planted shrubs and ground cover that meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. Contractor will supply 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.

**3. 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. Contractor will provide the Department Contact the fertilization schedule to the Department Contact not less than one (1) month prior to application. Contractor will replace at its expense any trees damaged by over-fertilization or by the use of the wrong type of fertilizer. Contractor will obtain written approval from the Department Contact for changes in fertilization rates, methods and composition. Contractor will apply fertilizer for all the planted hardwood trees that meets proper horticultural standards with an N, P, K ratio of 4: 1:4 unless soil conditions or plant species dictate differently. Contractor will provide fertilizer with at least 60% of the nitrogen from a slow release non-water soluble source. Contractor will use concentrated slow-release fertilizer tablets on trees if approved by the Department Contact. Contractor will fertilize hardwood trees twice (2) yearly, spring and fall, 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. Contractor will fertilize palms four (4) times yearly with an N, P, K ratio of 8-2 12 +(4)Mg plus micronutrients. The City allows no substitutions; 100% of the N, K and Mg must be controlled release.

**I. Pest and Disease Management.** This section will apply to all common areas, parking lots and any other area as part of the Stadium that requires pest and disease management. Contractor will control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, fire ants and other pests including white fly (except on trees) by spraying affected plants and grass 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. The Contractor will respond within 72 hours after a request or notice from Department Contact. The Contractor will be fully licensed to spray pesticides, and will use sound horticultural 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.

**J. Application of Herbicides.** This section will apply to all common areas, parking lots and any other area as part of the Stadium that requires the application of herbicides. Contractor will apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. Contractor will maintain all turf, planting beds and tree rings in a weed free condition. Contractor will ensure all applications of herbicides are 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 City regulations. Contractor will only use herbicides with prior written approval by the Department Contact 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. Contractor will restore all areas adversely affected by such overspray at the Contractor's expense.

**K. Irrigation.** This section will apply to all common areas, parking lots and any other area within the Stadium that requires irrigation operation and maintenance. Contractor will be responsible for the operation and maintenance of automatic irrigation systems, and for setting and adjusting the time clocks to ensure proper watering of all plant material and turf in the landscape. Contractor's irrigation schedules must comply with City, Volusia County and Florida Water Management District watering restrictions. Contractor will supply all 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 repair all electrical wires from zone valves back to the clock and will replace damaged or broken valve boxes. Contractor will ensure all materials and equipment match existing City equipment to keep systems uniform; any alternative equipment must be pre-approved by the City.

Prior to the commencement of the maintenance program, the Contractor will have thirty (30) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City. The City will be responsible to repair any damages having existed prior to the start of the contract to ensure a functioning system upon commencement of the contract. The Contractor will maintain the integrity of the system after the initial inspection report and subsequent repairs. Time clocks will be checked at least once a week or at each Event. The Contractor will fully operate all the irrigation zones at least once and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Contractor will replace with its expense any equipment damaged by the Contractor's operation with the same equipment from the same manufacturer unless otherwise approved in writing by the Department Contact. The irrigation system will be 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. Contractor will adjust the system during the various seasons to meet agronomic and horticultural plant needs. Contractor will make no adjustment without prior approval of the Department Contact. The Contractor will make all repairs within 24 hours or sooner as directed by the Department Contact. Contractor will report any form of damage to the irrigation system to the Department Contact immediately upon discovery. Contractor will adjust time clocks to provide irrigation as necessary during periods of little or no rainfall and will apply the proper amount of supplemental watering necessary to keep the plant material in optimum health. Contractor may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor for supplemental watering. The Contractor will provide a written

irrigation schedule to the Department Contact. The Contractor will control the amount of water used for irrigation and any damage that results from over-watering or insufficient watering will be at the Contractor cost. Contractor will provide and install Irrigation parts in accordance with the Bid Item Schedule.

**L. Mulch.** This section will apply to all common areas, parking lots and any other area as part of the Stadium that requires mulch. Contractor will provide labor and material to apply mulch two (2) times each year, to be installed in February and August throughout the Facility.

**M. 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.

**N. Equipment Safety.** Contractor will keep all equipment in an efficient and safe operating condition while performing work under the contract. Contractor will ensure equipment has proper safety devices maintained at all times while in use. Contractor will remove equipment or operators if equipment does not contain proper safety devices and/or is being operated in an unsafe manner until the deficiency is corrected to the satisfaction of the City. The Contractor is liable for injury to persons and property caused by the operation of the equipment.

**O. Schedule of Work.** Contractor will provide an annual "snapshot" of all performance items indicated in the agreement. The Contractor will furnish a schedule of work to be completed during the upcoming month at the beginning of each month for City approval. 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.

**P. Chemicals.** Contractor is prohibited from the use of chemicals without the written consent of the City. The Contractor will furnish to the City the name of the chemical, manufacturer's label and Material Safety Data (MSD) inclusive of all Environmental Protection Association (EPA) numbers in order to obtain consideration for chemical use consent. 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.

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

**R. Reports.** Contractor will prepare and process comprehensive monthly reporting to the City of the Stadium operating maintenance plans. These reports will include the "Annual Snapshot" of services and the monthly schedule of services, prior to the performance of landscape services.. Contractor will notify the City of any required modifications to the landscape at the Stadium.

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

#### **6.7: 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 will be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the City. There will never be visible rows or clumps of Turf clippings allowed to remain on Turf areas that have been cut. Grass clippings will be mulched 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 acceptable grass 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 Department Contact. 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 Department Contact 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 Department Contact's request, which will be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the responsibility of the Contractor.

**B. Edging-** Plant Beds, Sidewalks, parking lots, driveways, curbs, and other concrete or asphalt edges located in a park or other facility 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 will 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, will exist for more than 10 continuous feet.
  - 4 No vegetation will encroach more than 3" over the curb or sidewalk for more than 10 continuous feet.
  5. No grass, vegetation, or debris will encroach within 3" onto a bike path for more than 10 continuous feet.
  6. No grass, vegetation, or debris will 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) and/or chemical control. The use of any chemicals will be subject to the approval of the Department Contact 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 is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care will be exercised to prevent damage to concrete 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. Should trimming be required at a water's edge, trimming will be accomplished to water's edged, regardless of fluctuation in water elevation, to meet mowing height of cut. This will be performed at each service cycle to maintain consistency and uniformity.

**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 as within in the property, 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 Department Contacts. 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. The Contractor will maintain existing landscape beds. Regular maintenance 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. Landscape beds will be maintained with a "hard edge." The edging on landscape beds will be performed at each service cycle.

**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/ plant beds, sidewalks, fencing, paved areas, concrete areas, etc. Landscaping, including all Flower/ plant beds, will receive weed control to eliminate unsightly and/or noxious weeds. All flower/ plant 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/ plant beds, mulched areas, parking blocks and parking lots/areas, or fences. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas, playgrounds or flower/ plant and landscape beds, creating an unsightly appearance. All vines growing along or on fences will be removed unless the Department Contact 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 Stadium is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the Stadium; 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. City dumpsters are available to the Contractor and may be used for disposal of any litter, debris or Turf trimmings. 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 Stadium during service cycles.


**I. Repair to Damaged Areas and City Property.** Areas damaged by Contractor vehicles, erosion, drought or pest(s), disease(s) will be sprigged, or sodded to meet the standards of surrounding areas. Other vegetation areas will be repaired to match the surrounding area, if damaged.

**J. Water Retention Areas.** All water retention areas will be mowed and maintained as described in item "A" of the section. Should the area be too saturated to achieve proper maintenance on a given service cycle, it is permitted to skip one cycle, deferring to the next service cycle, giving the area an opportunity to dry. Should the area remain too wet to service upon the second cycle, it will be required to service the area by weed-eating/ string trimming. At no time will any water retention area be permitted to have not been serviced for more than 2 service cycles, unless approved by the City representative. At no time will mowing equipment be permitted to be used in a condition that may cause damage to earth and vegetation. Should damage be created as a result of the contractor attempting to use mowing equipment in an unfavorable condition, the Contractor will be responsible for repairs at no cost to the City.

# Municipal Stadium

3777 LPGA Blvd

## Legend

 Daytona Beach Mun Stadium



Google Earth

© 2020 Google



1000 ft

**OFFER FORM**  
**MUNICIPAL STADIUM LANDSCAPE MAINTENANCE**  
**ITB #: 20511**

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

Dear Mayor and Commissioners:

This Offer is submitted by \_\_\_\_\_  
*(insert Company'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 Supplier or Supplier's authorized representative, hereby declares and affirms each of the following:

1. That Supplier 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 Supplier has thoroughly examined the Contract Documents and that Supplier is sufficiently knowledgeable of the Services to be performed.
3. That, pursuant to and in compliance with the Offer Package, including all Contract Documents, the Supplier hereby agrees to furnish all labor, materials, and equipment required to perform the Services/Commodities in strict accordance with the Contract Documents and for the Unit Prices and/or Lump Sum prices herein for the prices stated on the Price Sheet.
4. That Supplier agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents



## OFFER FORM, cont.

5. If the attached Price Sheet 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 Supplier will be entitled to payment based upon the number of units purchased or Services performed and accepted, as specified in the Contract Documents,

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

Addendum #	Date	Addendum #	Date	Addendum #	Date

(list any additional Addenda by number and date): \_\_\_\_\_

7. That Supplier has completed the information required in this Offer Package truthfully.

8. That the Offer may be accepted by the City’s issuance of a Contract to the Supplier. Supplier will be fully bound by all Contractual terms and conditions set forth herein; provided, however, that if the Solicitation Documents call for alternative Offers any alternative Offer not specifically accepted the City in the notice of award will not be a part of the Contract.

9. That Supplier 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)

## OFFER FORM, cont.

*\* (If Supplier 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.*

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


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

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

By:  \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

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

# LICENSES AND REGISTRATIONS



**YELLOWSTONE**  
LANDSCAPE



*Adam H. Putnam*  
Adam H. Putnam  
Commissioner of Agriculture

*Kelly King*  
Chief, Bureau of Licensing and Enforcement  
signature at Tallahassee, Florida on December 31, 2014  
In Testimony Whereof, Witness this

FPACS 13618.05/01

*in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.*

*Lawn and Ornamental*

*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

**CHRISTOPHER TIBALDO RODRIGUEZ**

Number: JF227944

## CERTIFIED PEST CONTROL OPERATOR

Department of Agriculture and Consumer Services  
Bureau of Licensing and Enforcement



State of Florida

# LICENSES AND REGISTRATIONS



**YELLOWSTONE**  
LANDSCAPE

State of  Florida

**Department of Agriculture and Consumer Services**  
**Bureau of Licensing and Enforcement**

**PEST CONTROL LICENSE**

Number: JB226125

YELLOWSTONE LANDSCAPE  
500 FENTRESS BLVD, DAYTONA BEACH, FL 32114

*This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending July 31, 2018 as prescribed by Law.*

  
Adam H. Putnam  
Commissioner of Agriculture

Issue Date: October 20, 2017

EDACS 13618.06/01



GV17310-1

Certificate #

GV17310

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

## Christopher T. Rodriguez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

*Donald R. Rainey*  
\_\_\_\_\_  
Issuer

J. Zemball  
\_\_\_\_\_  
Instructor

2/21/2012  
\_\_\_\_\_  
Date of Class

*Theresa R. Smith*  
\_\_\_\_\_  
DEP Program Administrator

Not valid without seal

*FDACS Com. Adam Robinson*  
*\*Bureau of Licensing & Enforcement*  
*3135 Conner Blvd. Bldg #8*  
*Tallahassee, FL 32399*  
*\*Revenue Processing Section*  
*407 South Calhoun St. Rm. #121*  
*Tallahassee, FL 32399-0800*

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF ENTOMOLOGY & PEST CONTROL  
**CHRISTOPHER TIBALDO RODRIGUEZ**  
**LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER**  
**LF210580**  
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING November 5, 2017  
\_\_\_\_\_  
Signature  
*Adam Robinson*  
COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT  
**CHRISTOPHER TIBALDO RODRIGUEZ**  
**CERTIFIED PEST CONTROL OPERATOR**  
**JF227944**  
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2017  
\_\_\_\_\_  
Signature  
*Adam Robinson*  
COMMISSIONER



# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570  
Tallahassee, Florida 32399-2400



GI-BMP Trainee ID: GV37908  
Certification date: 10/23/2015

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the UF/Florida-Friendly Landscaping™ Program at [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu) or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Licensing and Enforcement, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

Test Score: 95%

Stephen G. Stershic  
Austin Outdoor  
PO Box 849  
Bunnell, FL 32110

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Stephen G. Stershic**

GV37908-1

GV37908

Certificate #

Trainee ID #

**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM**



GV37908-1

Certificate #  
GV37908

Trainee ID #

## Certificate of Training Best Management Practices Florida Green Industries



The undersigned hereby acknowledges that

**Stephen G. Stershic**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

\_\_\_\_\_  
Issuer

J. Zemball  
\_\_\_\_\_  
Instructor

10/23/2015  
\_\_\_\_\_  
Date of Class

\_\_\_\_\_  
DEE Program Administrator

Not valid without seal

## DRUG-FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE OFFERS:** - If there are two or more low Responsive Offers from Responsible Suppliers that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the Supplier qualifying for local preference under Code 30-8; b) the Supplier in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most Responsible Supplier as defined under the City Code 30-82.9.

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.

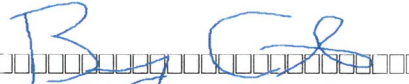
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3. Give each employee engaged in providing the Commodities or contractual Services that are under Offer 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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

I, \_\_\_\_\_, depose and state:

(1) I am, \_\_\_\_\_ Title \_\_\_\_\_ of \_\_\_\_\_ COMPANY \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) I am 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;

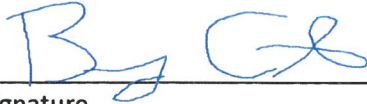
(4) Neither the said Bidder nor any of its officers, partners, owners, agent, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid 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 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.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Non-collusion Affidavit of Prime Bidder and that the facts stated in it are true.

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510  
Tallahassee, Florida 32399-2400



GI-BMP Trainee ID: GV17310  
Certification date: 9/8/2018

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

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If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

**Test Score: 100%**

Christopher T. Rodriguez  
734 Tumblebrook Dr  
Port Orange, FL 32127

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Christopher T. Rodriguez**

GV17310-2

GV17310

Certificate #

Trainee ID #

**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM**




## Certificate of Training Best Management Practices Florida Green Industries

**Christopher T. Rodriguez**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

 Issuer	S. Looker Instructor	9/8/2018 Date of Class	 DEP Program Administrator
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Not valid without seal



# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510  
Tallahassee, Florida 32399-2400



GI-BMP Trainee ID: GV909560  
Certification date: 2/11/2019

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu) or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

Test Score: 93%

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Timothy S. Studdard  
Yellowstone Landscape  
500 Fentress Blvd  
Daytona Beach, FL 32114

Timothy S. Studdard

GV909560-1

GV909560

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM





GV911856-1

Certificate #  
GV911856

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

## Jonathan J. Groody

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

T. McIntyre

Instructor

8/13/2019

Date of Class

DEP Program Administrator

Not valid without seal

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

1. This sworn statement is submitted to \_\_\_\_\_  
*(print name of the public entity)*  
by \_\_\_\_\_  
*(print individual's name and title)*  
for \_\_\_\_\_  
*(print name of entity submitting sworn statement)*  
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(1)(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(1)(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(1)(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(1)(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.*)

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

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

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.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Sworn Statement Pursuant To Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes and that the facts stated in it are true.

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

				Yellowstone Landscape	
Line Item	Description	Unit of Measure	Quantity	Unit Price	3 Yr Totals
1	Base Maintenance	Per Service	123	\$1,684.00	\$207,132.00
2	Irrigation Service - 5 Zones (Battery)	Per Service	36	\$50.00	\$1,800.00
3	Fert/Pest Control- Tree/Shrub	Per Service	12	\$800.00	\$9,600.00
4	Fert/Pest Control- Turf	Per Service	18	\$2,844.00	\$51,192.00
5	Mulch - Installed as Needed	Per Cubic Yd	300	\$40.00	\$12,000.00
	IRRIGATION PARTS - INSTALLED COST				\$0.00
6	Rainbird TBOS battery operated controller	Each	15	\$150.00	\$2,250.00
7	Hunter 1 ½" ICV-FS electric valves	Each	9	\$150.00	\$1,350.00
8	Hunter 1 " ICV-FS electric valves	Each	6	\$125.00	\$750.00
9	Hunter PRS-30 12" pop-up spray heads	Each	30	\$15.00	\$450.00
10	Hunter PRS-30 6" pop-up spray heads	Each	75	\$14.00	\$1,050.00
11	Hunter PGP Rotor heads	Each	30	\$15.00	\$450.00
12	PVC Pipe 1 1/2" Schedule 40	LF	300	\$0.40	\$120.00
13	PVC Pipe 1 1/4" Schedule 40	LF	300	\$0.30	\$90.00
	MISCELLANEOUS LABOR				\$0.00
14	Forman	Per Hour	72	\$30.00	\$2,160.00
15	Technician	Per Hour	72	\$30.00	\$2,160.00
16	Laborer	Per Hour	72	\$20.00	\$1,440.00
	PLANT MATERIAL PRICING:				\$0.00
17	Syagrus romanzoffiana	each	9	\$30.00	\$270.00
18	Zamia furfuracea 7 gallon	each	30	\$30.00	\$900.00
19	Muhlenbergia capillaris 1 gallon	each	30	\$4.00	\$120.00
20	Illex Vomitoria "nana" 3 gallon	each	30	\$10.00	\$300.00
21	Rhaphiolepis indica 3 gallon	each	30	\$10.00	\$300.00
22	Schefflera Arboricola 3 gallon	each	30	\$10.00	\$300.00
23	Tulbaghia Viblacea 1 gallon	each	150	\$3.50	\$525.00
24	Lantana 1 gallon	each	150	\$4.00	\$600.00
25	Sod	SqFt	3000	\$0.45	\$1,350.00
	PALM TREE TRIMMING - PRICING				\$0.00
26	Palm Tree Trimming - QUEEN	Per Tree	30	\$25.00	\$750.00
27	Palm Tree Trimming - WASHINGTONIAN	Per Tree	15	\$25.00	\$375.00
<b>Total</b>					<b>\$299,784.00</b>



# Award advice

Awarding advice: 20511-MUNICIPAL STADIUM LANDSCAPE MAINTENANCE

## 1. Final Bid Tabulation

On 29 Jun 2020 (Mon), 2:04:00 PM 6 Offers were received for the solicitation:

Rank	Suppliers	Price score	Price
1	Yellowstone Landscape	0	\$ 299,784.00
2	groundtek of central florida	0	\$ 331,740.00
3	Verdego LLC	0	\$ 365,813.88
4	Brightview Landscape Maintenance	0	\$ 456,243.15

## 2. Disqualified

The following parties were disqualified:

### McMaster Lawn & Pest

Reason for rejection: Did not submit any required forms: Offer, non-collusion, crime entity.

### Team Rountree, Inc.

Reason for rejection: Did not submit non-collusion form

The other suppliers met all requirements.

## 3. Award advice

Based on the requirement of the bid, the following offer has been selected as the most responsive and responsible:

Yellowstone Landscape





**THE CITY OF DAYTONA BEACH**

**ITB RECAP SHEET**

ITB NAME: 20511-MUNICIPAL STADIUM LANDSCAPE MAINTENANCE

ITB OPENING DATE AND TIME: 29 Jun 2020 (Mon), 2:04:00 PM

NUMBER OF ITB INVITATIONS SENT: 23

NUMBER OF DAYS FROM DATE OF MAILING ITB INVITATIONS TO DATE OF ITB OPENING: 21

ITB WAS ADVERTISED IN: DATE:

1) News-Journal 6/8/20

2) purchasing.codb.us 6/8-6/29

NUMBER OF ITB'S RECEIVED: 6



THE CITY OF DAYTONA BEACH  
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

EXTENSION OF OFFER

August 31, 2020

EMAIL:  
bcritcher@yellowstonelandscape.com

Yellowstone Landscape – Southeast, LLC  
Barry Critcher, Business Development Manager  
1077 Derbyshire Road  
Daytona Beach, FL 32117

Re: Municipal Stadium Landscape Maintenance – ITB 20511

Dear Barry;

The City of Daytona Beach is remains interested in the bid offer you submitted for Municipal Stadium Landscape Maintenance; however, we were not able to complete the approval process before the offer period of 60 days expired.

The City hereby asks that you extend your offer as submitted for Municipal Stadium Landscape Maintenance with the same terms and conditions an up to an additional 30 days, making the extended offer expiration date 9/29/2020.

We anticipate this process to be completed by the extended date above.

Thank You,

Kirk Zimmerman  
Buyer

Please indicate your approval of this extension by signing below and returning:

By:                     *Barry Critcher*                     Date:           August 31, 2020          

Name Typed:           Barry Critcher