GENERAL SERVICES CONTRACT
INTERNATIONAL SPEEDWAY BLVD. LANDSCAPE MAINTENANCE AND MOWING SERVICES
CONTRACT NO. 0117-1300

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and **RJ Landscape Contractors, Inc.**, a Florida profit corporation ("Contractor").

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

Section 1. Scope of Services. Contractor will provide **landscape maintenance and mowing** services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. *Reserved.*

Section 3. Fee(s). For the services provided under this Contract, CITY will pay CONTRACTOR rates based upon the Rate Schedule attached hereto as Exhibit B.

Unless the Exhibits specifically provides for reimbursement of expenses, the rates described herein will be CONTRACTOR's sole compensation for the services to be provided. If the Exhibits specifically provide for reimbursement of expenses, such expenses must be commercially reasonable. Except for any reimbursable expenses specifically authorized by Exhibit, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

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

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

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

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

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

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

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Providing the public with access to public records on the same terms and conditions that the City would provide the records and 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.

(4) Meeting all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the City all records stored electronically in a format that is compatible with the City's information technology systems.

Section 8. Effective Date and Term. The Effective Date of this Contract is the date on which the last Party signs it. The initial Term of this Contract commences on the Effective Date and expires on December 31, 2019. The City will have the option to renew this Contract for up to 2 Terms of 1-year each, by providing Contractor written notice at least 60 days before the end of the current Term.

Section 9. Termination.

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

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

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

In either instance described above, upon termination Contractor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

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

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

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

Section 10. Suspension of Services. If the notice of material breach issued by the City pursuant to the preceding Section so directs, Contractor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance. Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

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

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

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. 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 for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) Proof of Insurance. Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

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

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

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

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

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

Section 13. 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 transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:	To Contractor:
David Waller, Deputy Public Works Director Daytona Beach Public Works Department 950 Bellevue Ave. Daytona Beach, FL 32114 Fax: 386-671-8620	Randy Squires, President RJ Landscape Contractors, Inc 1766 Taylor Road Port Orange, FL 32128 Fax: 386-767-1041

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 14. Personnel. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

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

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

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

Section 17. 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 will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

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

Section 18. General Terms and Conditions.

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

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

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

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

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

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

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

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

such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

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

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

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

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

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

(n) Incorporation of ITB and Bid Proposal. The City's Invitation to Bid 0117-1300, and the Contractor's responsive bid proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Bid Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

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

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

THE CITY

By: Derrick L Henry

Derrick L. Henry, Mayor

Date: 6-21-17

RJ LANDSCAPE CONTRACTORS, INC.

By: _____

Printed Name: Randy Squires

Title: President

Date: 5/24/2017

Attest: Letitia LaMagna

Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____

Robert Jagger, City Attorney

EXHIBIT A: Scope of Services

I. BACKGROUND

The City of Daytona Beach is seeking a qualified CONTRACTOR to perform Landscape Maintenance and Mowing Services generally between the sidewalk and the curb on the north and south sides of West International Speedway Blvd. between Nova and I-95, including the 21 medians within these limits, including but not limited to supplying all labor, materials and supplies, equipment, tools and any services, accessories and procedures necessary to perform under these specifications.

The firm awarded this contract must be experienced in Commercial Right-of-Way Maintenance and Mowing and be certified by the Florida Department of Transportation (FDOT) for Maintenance of Traffic (M.O.T).

The CONTRACTOR will provide the name(s) of any sub-contracting firms used and all sub-CONTRACTORs must be approved by the City prior to the commencement of any work.

Management of all work will be coordinated through the City's Public Works Deputy Director, David Waller, 950 Bellevue Ave, Daytona Beach, FL, 32115. Payment will be accomplished by submission of invoices and completed work/purchase orders, in duplicate with itemization of all work performed by location.

II. SCOPE OF SERVICES

A. SPECIFIC TASKS – BASE MAINTENANCE

1. Mowing Requirements

CONTRACTOR will perform mowing on a repetitive cycle which will remain consistent. The cycle will have one specific day of the week designated wherein the CONTRACTOR is required to mow.

Right of way boundaries are defined by visible survey markers, utility poles, 2' beyond the sidewalk, back of swale, or existing tree line whichever is furthest from travel lane, unless otherwise instructed by the City of Daytona Beach.

Mowing height will vary upon the type of grass mowed. At no time will more than one-third (1/3) of the leaf surface be removed in one mowing. No tractor/bush hog type equipment is permitted unless specifically approved.

Bahia Grass - Will be mowed to a height of 3 inches on average.

St. Augustine Grass - Will be mowed to a height of 4 inches to 5 inches on average

Zoysia Grasses - Will be mowed to a height of 2 inch to 3 inches on average, depending upon established grass needs, by finish mower or a groom mower.

2. Mowing Cycles

Mowing of all grassed areas will be no less than once every seven (7) days in the heavy growing season. Mowing will be no less than once every fourteen (14) days, or as instructed by the City's Representative, during the dormant growing season. Dormant and growing seasons are dictated by the weather and therefore may change per the City's Representative, but otherwise will be:

Heavy Growing Season: March 1 through October 31
Dormant Growing Season: November 1 through February 28

It is anticipated that all grassed areas will be mowed 40+ times per year.

3 Mowing in Stormwater areas

Around stormwater management facilities, the requirements of Chapter 40C-42.029, Monitoring and Operational Maintenance Requirements from St. Johns River Water Management District will be followed.

In addition, the following must be included when mowing around City Stormwater Facilities:

a. String trimming must be performed around all structures. No herbicide may be used.
b. Care must be demonstrated to remove all vegetative debris, lawn clippings, leaves, branches, and trash found in and around berms, ditches and structures to prevent these materials from entering the City's stormwater system.

4. Edging

Edging of all walks, curbs, edges of pavements and lines of plant beds will be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion. Grass growing in curbs, walks, or edges of pavement will be chemically treated. No other areas will be chemically treated. All grass and dirt to be blown off onto grass areas (not hard surfaces or roadways).

5. String Trimming

Areas inaccessible to mowing equipment will be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) may be done through chemical control within a limit of six inches (6") maximum so as not to inflict trimmer damage of any kind to structure, equipment or trees.

6. Pruning Shrubs and Ornamentals

The plant material used in the streetscape are tropical in nature and tend to grow rapidly in the growing season, therefore, a rotation of pruning and hedging needs to be done so that each species receives the necessary attention no less than every other week in order to keep the streetscape well maintained in

appearance. Pruning of plants will be performed as needed to remove dead wood harboring insects and disease and to promote maximum health and growth. The finding of insects or disease will be reported immediately to the City Representative so as to limit losses. Aesthetic pruning will consist of removal of dead or broken branches. Pruning will be performed to balance infiltration light to enhance new growth.

Small leafed shrubs, such as pittosporum, azaleas and Indian hawthorn, etc., are to be kept trimmed in a tight, neat appearance, with removal of partial new growth after no more than four inches of new growth appears. Larger leafed shrubs, such as viburnum, may attain new growth reaching from 4" to 6" before removal. At no times are the shrubs to display a disorderly appearance. Ornamentals such as crinum lilies are to be trimmed aggressively during the rainy season to be kept neat and fungus free. This may be as frequent as every other week. Sago palms are to be trimmed a minimum of three times a year, or more often as needed, depending on growth and health. Azaleas are to be trimmed at regular intervals as described above with the exception of the months of October through March when no trimming should be done to achieve maximum flowering. Wax Myrtles are to be trimmed aggressively in order to maintain a neat, compact habitat. At no time is a herbicide to be used to rid plants of sucker growth. Instead, hand pulling or aggressive trimming routine is to be established. All ornamental that produces any dead fronds (i.e. coontie, sage, Aztec grass, holly fern, etc.) are to be systematically checked and cleaned with special attention to early spring cleanup. Native Grasses (i.e. Cord, Mully, Fakahatchee, etc.) are to be trimmed biannually with the exception of Mully Grass – No Summer/Fall Pruning to achieve maximum flowering.

7. Weeding

CONTRACTOR will police the entire limits of the project on each visit to remove any visible weed growth, smaller weed growth may be controlled by use of an herbicide.

Weed control in landscaped areas will be accomplished by hand weeding and/or application of herbicide and a pre-emergent herbicide if needed. All weeds in sidewalks or pavement areas (including curbing) will be chemically controlled or removed by hand.

The CONTRACTOR will replace any plant materials or sod areas that die or become damaged to the point that the plant grade drops below Florida Number 1 as a result of damage by Chemical Application or poor horticultural practices. Replacement material will be identical to plant species, quality, and specifications of the materials at the time the loss occurs. The City will determine if replacement material is needed.

8. Trash/Litter Policy

CONTRACTOR will police the entire limits of the project on each visit to remove: paper, bottles, cans, palm fronds, branches and all other debris (as well as misplaced dirt or sand) prior to mowing and trimming any turf or landscape areas. Areas are to look clean and neat and free of debris at all times. The

CONTRACTOR will be responsible for the collection and legal disposal of all litter and maintenance related debris including but not limited to non-traffic signs such as "yard sale" signs, "house for sale" signs, "advertisement" signs, etc.

9. Irrigation Inspection and Service

Irrigation service call for the I.S.B. Streetscape project or "wet checks" should be performed every other month or at the direction of the City of Daytona Beach. The irrigation system consists of 93 irrigation zones located on the north and south side of I.S.B. as well as the medians between Nova and I-95. Each zone is operated with TBOS controllers. Each zone will be turned on manually and inspected for proper operation and repaired as needed, in addition to inspecting the zones each battery should be replaced in each TBOS unit no less than every 6 months to insure proper operation. Note that when an adjustment to the water schedule is made the CONTRACTOR will manually visit each TBOS controller and reprogram as needed. Costs associated with battery replacement are included in the inspection. No additional payments will be made for adjustments made to the watering schedule.

Details of the inspection will be recorded on a log sheet (to be submitted with the billing) and consist of the following:

- Turning on each zone and inspecting each head for the proper coverage, including straightening, or adjusting the flow of water and adjusting or unclogging any heads.
- Repairing broken heads and lateral lines, as necessary.
- Checking the irrigation controller(s) for proper operation and programming.
- Checking rain sensor(s) for proper operation – if present.
- Checking all zone valves for proper open and closure, making sure to inspect for leaking from the mainline.
- Checking water source for leaking and visual inspection of backflow device, if present.
- Visually inspect turf, planters and trees in irrigated areas for signs of drought stress and effect making adjustments and/or repairs to remedy the issue.

The CONTRACTOR will submit a detailed report, at the time of billing of each service, consisting of the clock and location, each zone by number, and any repairs or work performed during that service. All parts used will be itemized on the bill with a maximum of $250.00 spent without VERBAL approval during the scheduled maintenance visit. If additional money is needed for repairs, the CITY must be given a report of the repair and the cost involved and approve the expenditure in writing before the work is to be performed. No payment will be made for heads or parts damaged by the CONTRACTOR.

CONTRACTOR will immediately repair any and all damaged property within the areas specified in this agreement to meet original specifications with commercial quality irrigation parts. All work performed by CONTRACTOR to meet industry standards.

All labor required to repair or replace defective parts is included in the contract price except when repairing valves, main lines or lateral lines (over 1 ½"), clock or wiring problems. Labor cost for these services is established in the bid calculation sheet on Bid Schedule. Material costs, other than the parts identified on the bid form, will be paid on the basis of approved wholesale documented cost with no mark-up.

Mainline breaks before the zone valves will be repaired by CITY unless otherwise instructed. CONTRACTOR is to immediately notify CITY if a mainline leak is noticed. Should the CONTRACTOR need to shut down the mainline for any reason, the CITY must be contacted before action is taken in any circumstance.

B. Chemical Program

1. Fertilization/Pest Control – Turf

CONTRACTOR will spray insecticide and/or liquid fertilizer and/or apply granular fertilizer to all lawn areas six (6) times, during the months of February, April, June, August, October and December, depending upon the season and turf needs. Treatment includes application of liquid and dry fertilizers as well as insecticides. Any treatment required between the scheduled treatments will be provided at no additional cost to the City. All irrigated turf is to be treated.

2. Fertilization/Pest Control – Trees and Shrubs

CONTRACTOR will spray insecticide and/or liquid fertilizer and/or apply granular fertilizer to all shrubs 4 times, during the months of March, June, September, and December, depending on season and plant needs. Treatment includes preventative spraying for any disease or pest infestation on the plant materials. Any treatment required between the scheduled treatments will be provided at no additional cost to the City.

3. Turf, Tree, and Shrub Care Program

CONTRACTOR will follow and comply with the City of Daytona Beach's Turf, Tree and Shrub Care Program as follows:

- **Turf Analysis.** Lawn analysis reports are to be provided to the City Representative at each service. Items to be evaluated are as follows:

    - **Overall Turf Condition**
      Color, grade, density, and maintenance condition

    - **Thatch**
      Thatch problem evident,
      Thatch present, but no problem at this time,
      No thatch problem,
      Renovation recommended, and Vertical Cutting recommended

    - **Presence of Grass-type Weeds**
      Annual bluegrass Quackgrass

Crabgrass	Sandbur
Dallisgrass	Sedges
Goosegrass	Smutgrass

- **Presence of Broadleaf Weeds**

Betony	Knotweed	Beggarwood
Black Medic	Lespendeza	Thistle
Buttonweed	Matchweed	Henbit
Centella	Oxalis	Spurge
Chickweed	Plantain	Ground Ivy
Dandelion	Pusley	
Dollarweed	Purslane	

- **Detection of Insects**

Armyworm	Fire Ant	White Grub
Chinch Bug	Mole Cricket	Ox Beetle
Cutworm	Sod Webworm	

- **Detection of Diseases**

Brown Patch	Fairy Ring
Dollar Spot	Leaf Spot
Grey Leaf Spot	Necrotic Ring Spot
Pythium Blight	Root Rot

- **Treatment.** Timely and prompt treatment is to be performed on all areas detected with problems and areas at risk. A 7-10 day follow-up appointment is to be set with the City Representative to ensure eradication of disease or pest problems. Subsequent visits, if necessary, are to be scheduled until the problems no longer exist.

- **Damage/Replacement.** Damage to materials and any required replacements are to be addressed no later than thirty (30) days from the date of detection.

- **Project Program.** The turf program will consist of both pre and post emergent weed controls, fertilizer with potash, micronutrients and iron to encourage proper growth, root development and maintain a lush, green conditions that are expected. In addition, a disease, weed, pest and fungal control program will be instituted that includes but is not limited to: treatment for broadleaf weeds, a blanket insecticide control to target specific pest populations especially sod webworm, chinch bugs and mole crickets, and a target specific fungicide for infected materials. Crabgrass can be addressed as required by applying a non-selective herbicide directly onto the infested turf areas while limiting application to only crabgrass invested areas. Chemicals for crabgrass treatment are changing and new applications approved for treatment of crabgrass may be used as needed and/or specified by the City of Daytona Beach.

  The ornamental program will consist of insect controls to effectively control sucking and piercing insects such as aphids, lace bugs, whitefly, scale and trips. The insect control will be a combination of a granular systemic

control, and liquid insecticides. Fertilization of micronutrients and iron will be used consisting of a specially blended slow release granular fertilizer for timely feedings of plants. Liquid tree injections may be done on an as-needed basis.

After each treatment is performed, a **detailed** report will be submitted to the CITY/Representative for analysis and discussion.

4. ANNUAL MULCHING

CONTRACTOR will refresh mulch in planting beds once annually during the term of the Contract, during the month of February or March after application of granular fertilization application to maintain a mulch depth of 2" - 3". Pine bark mulch will be used unless otherwise directed by the City.

Due to the accessibility of the bed areas a lane closure will be required for safety purposes during mulch installation. The mulch installed unit cost must include the cost of materials, labor, and all associated M.O.T. costs for this operation.

5. PALM TREE TRIMMING

CONTRACTOR will prune all Palms 1-2 times annually as directed by the City. Tress will be pruned to meet industry standards -- using the 9/3 rule.

Approved traffic warning devices in compliance with the M.U.T.C.D. will be used when necessary to provide safety to persons and vehicular traffic within any areas undergoing pruning. When lane closures are necessary for the completion of work the associated costs must be included in the unit price – no additional compensation will be paid.

EXHIBIT B

FEE SCHEDULE

A.	**ANNUAL MAINTENANCE:**				
A.1	Base Maintenance	$ 8,800.00	/ Month x 12 Months	=	$ 105,600.00
A.2	Irrigation Service	$ 1,475.00	/ Per Service X 6 Services	=	$ 8,850.00
A.3	Palm Tree Trimming - Medjool	$ 25.00	/ Per Tree X 256 Trees	=	$ 6,400.00
A.4	Palm Tree Trimming - Nitidas	$ 24.00	/ Per Tree X 240 Trees	=	$ 5,760.00
A.5	Fertilizer/Pest Control - Turf	$ 1,500.00	/ Per Service X 6 Services	=	$ 9,000.00
A.6	Fertilizer/Pest Control - Tree/Shrub	$ 750.00	/ Per Service X 4 Services	=	$ 3,000.00
A.7	Mulch - Installed as needed	$ 48.00	/ Per Yard x 600 Yards	=	$ 28,800.00
	Sub-Total Annual Maintenance ("A")			$	167,410.00

B.	**IRRIGATION MAINTENANCE LABOR RATES:**						
B 1	Forman	$ 30.00	Per Hour	X	96 Hours	=	$ 2,880.00
B 2	Technician	$ 30.00	Per Hour	X	96 Hours	=	$ 2,880.00
B 3	Laborer	$ 20.00	Per Hour	X	96 Hours	=	$ 1,920.00
	Sub-Total Irrigation Maintenance Labor ("B")					$	7,680.00

C.	**IRRIGATION PARTS COST -- INSTALLED COST:**						
C 1	Rainbird TBOS battery operated controller	$ 150.00	X	10 EA	=	$ 1,500.00	
C 2	Hunter 1 ½" ICV-FS electric valves	$ 150.00	X	10 EA	=	$ 1,500.00	
C 3	Hunter PRS-30 12" pop-up spray heads	$ 15.00	X	100 EA	=	$ 1,500.00	
C 4	Hunter PRS-30 6" pop-up spray heads	$ 14.00	X	100 EA	=	$ 1,400.00	
	Sub-Total Irrigation Parts ("C")				$	5,900.00	

D.	**PLANT MATERIAL PRICING:**								
D 1	Strelitzia reginae	Orange Bird of Paradise	7 Gallon	$ 30.00	Each	X	25	Plants	$ 750.00
D 2	Zamia furfuracea	Cardboard Palm	7 Gallon	$ 30.00	Each	X	25	Plants	$ 750.00
D.3	Schefflera Arboncola	Trinette	3 Gallon	$ 11.00	Each	X	50	Plants	$ 550.00
D 4	Tecomana Capensis	Cape Honeysuckle	3 Gallon	$ 11.00	Each	X	30	Plants	$ 330.00
D.5	Hamelia Patens	Dwarf Firebush	3 Gallon	$ 11.00	Each	X	50	Plants	$ 550.00
D 6	Muhlenbergia capillans	Muhly Grass	3 Gallon	$ 10.00	Each	X	25	Plants	$ 250.00
D 7	Pennisetum setaceum	White Fountain Grass	3 Gallon	$ 10.00	Each	X	25	Plants	$ 250.00
D.8	Cordyline fruticusa	Aunti Lou	3 Gallon	$ 12.00	Each	X	20	Plants	$ 240.00
D 9	Walters Viburnum	Grand Select	3 Gallon	$ 12.00	Each	X	50	Plants	$ 600.00
D 10	Nerium Oleander	Petite Pink	3 Gallon	$ 12.00	Each	X	30	Plants	$ 360.00
D 11	Pentas Lanceolata	Multiple colors	1 Gallon	$ 3.60	Each	X	150	Plants	$ 540.00
D 12	Lantana Camara	Yellow & Dallas Red	1 Gallon	$ 4.00	Each	X	150	Plants	$ 600.00
D.13	Bulbine Frutoscens	Hallmark	1 Gallon	$ 4.00	Each	X	150	Plants	$ 600.00
D.14	Tulbaghia Violacea	Society Garlic	1 Gallon	$ 4.00	Each	X	150	Plants	$ 600.00
	Sub-Total Plant Materials ("D")							$	6,970.00

TOTAL ESTIMATED ANNUAL BID (A + B + C + D)	$	187,960.00

Composite Exhibit C, consisting of the ITB and Bid Proposal,

is on file in the Office of the City Clerk

RJLAN-1 OP ID: 3L

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 386-252-9601 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Austin Brownlee	CONTACT NAME: ELINN PEACOCK PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL ADDRESS: EPEACOCK@BBDAYTONA.COM
INSURED R J LANDSCAPE CONTRACTORS INC 1766 TAYLOR ROAD PORT ORANGE, FL 32128-6841	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Ins Co — 24112 INSURER B : XL Specialty Insurance Company — 37885 INSURER C : FFVA Mutual Ins Co — 10385 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER	X	X	TRA5219883	02/12/2017	02/12/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		X	TRA5219883	02/12/2017	02/12/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			TRA5219883	02/12/2017	02/12/2018	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC8400020099	04/08/2017	04/08/2018	X PER STATUTE OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	INLAND MARINE			UM00054927MA17A	02/12/2017	02/12/2018	LEASED/ RENTED	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BID NO. 0117-1300, INTERNATIONAL SPEEDWAY BLVD. LANDSCAPE MAINTENANCE AND MOWING SERVICES
THE CERTIFICATE HOLDER IS ADDITIONAL INSURED ON THE GENERAL LIABILITY PER FORM CG2010 0413. A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION PER

CERTIFICATE HOLDER

CITYD10

CITY OF DAYTONA BEACH
PURCHASING DIVISION
CITY HALL ROOM 146
301 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FORMS CG7137 1112, CA7022 0989 AND WC99 0605.

UPON AWARD OF BID, 30 DAY NOTICE OF CANCELLATION, EXCEPT FOR 10 DAYS FOR NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY PER FORM IL7035 0912.

CITY OF DAYTONA BEACH
RISK MANAGEMENT DIVISION
P. O. Box 2451
Daytona Beach, FL 32115
Phone: (386) 671-8222 Fax: (386) 671-3257

Memorandum

To: Letitia LaMagna, City Clerk

From: Bob Flaniken, Sr. Account Clerk *BF*

Date: June 7, 2017

Re: Contract 0117 – 1300

Attached is a copy of Contract 0117 – 1300 with R J Landscaping Contractors, Inc. (Maintenance and mowing services). I have reviewed the evidence of insurance submitted with the contract, and I find it to be satisfactory.

Attachments