

BACKGROUND

1. The City of Ocala is seeking bids from experienced Contractors to provide Stormwater Grounds Maintenance Services for the **Southwest sections** of the City. These services will include the maintenance services for the City drainage retention ponds (DRA'S). Contractor must provide all labor, equipment, tools, and materials necessary to provide professional landscaping services.
2. All work must be coordinated by the City's Project Manager Brian Herrick (352) 351-6927 bherrick@ocalafl.gov. or Dan Slivka, (352) 351-6729 dslivka@ocalafl.gov.
3. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

EXPERIENCE AND LICENSING REQUIREMENTS

1. **LICENSE REQUIREMENT:** Contractors must possess and maintain a Florida Department of Transportation Temporary Traffic Control (TCC) Certification.
<https://www.fdot.gov/roadway/ttc/default.shtm>.
2. **LICENSE REQUIREMENT:** Bidders must possess a Florida Right-of-Way Pesticide License to purchase and use restricted-strength herbicides such as Full-Strength Roundup for fence lines and around some structures.

Pesticide Licensing -Additionally, you may call the Florida Department of Agriculture and Consumer Services (FDACS) at (813) 744 -5519 ext. 103 for answers to your questions about obtaining your license.

<https://www.fdacs.gov/Business-Services/Pesticide-Licensing/Pesticide-Applicator-Licenses/Pesticide-Applicator-Certification-and-Licensing>

3. **EXPERIENCE REQUIREMENT:** Bidder must possess five **(5) years** of experience in providing mowing/ground maintenance services for similar size projects.

MINIMUM EQUIPMENT REQUIREMENT

1. Three mowers- zero turn.
2. Two weed or string trimmers.
3. One edger.
4. One blower.

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of the Contract a policy of Commercial General Liability insurance with limits not less than (a) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

- (b) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
- (c) Policy must include coverage for Contractual liability and independent Contractors.
- (d) Policy must include Additional Insured coverage in favor of the City.
2. **Commercial Automotive Liability:** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of the Contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Vendor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
3. **Workers' Compensation and Employer's Liability:** Worker's Compensation insurance shall be provided by the Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

NOTE:

1. Vendor shall similarly require any subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation right
2. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation right against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to recover from others or its equivalent.
3. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis under Florida Statutes and shall be evidenced by a separate waiver.

CONTRACT TERM

1. **Term:** The resulting Contract will be for an initial term of **3 years**.
2. **Renewals:** two (2) one-year (1-year) renewals.
3. **Escalation:** Requests for price increases must be submitted no less than ninety (90) days before the end of the initial or renewal term along with justification and/or supporting documentation. Any approved price increase shall be based on the CPI-U and subject to a maximum negotiated increase of no more than three percent (3%) annually unless there are mitigating market conditions.

WORK AREAS

1. The specific work areas will be given to the Contractor at the pre-work meeting.

DEFINITIONS

1. **Trash** is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, and Styrofoam cups and plates.
2. **Debris** is defined as objects lying on the ground in an area to be mowed that is mostly organic (examples but not limited to) tree limbs less than six (6) inches in diameter and smaller than six (6) feet in length, tree branches, twigs, hedge clippings, and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, the Contractor shall contact the City Project Manager to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of the debris before mowing.

CONTRACTOR RESPONSIBILITIES**The following maintenance duties are required for each mowing cycle at all properties:**

1. Mow and weed eat each property, including the City right-of-way. Survey markers, fire hydrants, electric poles, and water meters usually determine the roadway/right-of-way limits.
2. Sidewalks and curbs must be properly edged (provide edge line with power equipment).
3. Litter such as trash and debris must be picked up and disposed of properly.
4. Areas must be sprayed for weed control as needed. Weeds in sidewalks/driveways within the City right of way sprayed for weed control.
5. Clean/mow around each tree.
6. After completion of each location, Contractor shall take a cellphone photo of the property using the Solocator or Timestamp cell phone app and e-mail it to the City-designated e-mail address. Contractor shall submit daily as each location is completed. Contractor shall also copy each manager in the Streets Division.

All mowing locations must have the line-item number attached to each photo using the Solocator or Timestamp apps.

Please visit www.solocator.com or www.timestampcamera.com for details.

7. Additional mowing cycles in the heavier summer months (Contractor shall comply with the schedule).
8. Contractor is responsible for the supervision of each mowing sub-contractor or mowing crew.

MOWING

1. Mow at a height of two (2) inches for Bahia grass and three (3) inches for St. Augustine grass.
2. All mowing shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Any change to days and/or times must be approved by the City Project Manager. There will be no mowing on City-observed holidays. The City Project Manager will provide the Contractor with a list of City-observed holidays. Weekend work may be done at the Contractor's discretion, but the City reserves the right to prohibit weekend work. The Contractor shall immediately notify the City Project Manager of any emergencies that arise during the performance of work.
3. Proper equipment must be used to mow city sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
4. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.
5. Mow all grassed areas by the frequencies indicated below.

Month	Total Cuts Per 3-Years		
	14	14	14
January			
February			
March	1	1	1
April	1	1	1
May	2	2	2
June	2	2	2
July	2	2	2
August	2	2	2
September	2	2	2
October	1	1	1
November			
December	1	1	1

Note: Refer to Exhibit B- Price Proposal to see how many cuts each location gets per year.

6. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather. The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.

7. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. The Contractor is responsible for a clean area (free of trash and debris) with a neat appearance, even cut and no clumps of grass to remain in the mowed areas.
8. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc. while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by the Contractor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.
9. Backflow assemblies are located in various areas throughout the City. Suppose a backflow assembly unit is damaged or destroyed by the Contractor. In that case, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall always have a wrench to shut off the water, should damage occur to a backflow assembly.
10. Mowing areas will include tops (inside and outside fenced-in areas) slopes and any easement leading to the retention pond including the entire Right of Way (ROW) that borders the retention pond.
11. The bottoms of the retention ponds will not be cut by the Contractor unless specifically noted in Exhibit B Price Proposal.
12. Some DRA bottoms noted are to be bush-hogged, raked, and disposed of the bottom growth once during the dormant season (**December**). The accumulated vegetation from this cut will be gathered by a rake, loaded and removed and disposed of properly. Due to the likelihood of having high metal, nitrate, and phosphorous levels, this material is not to be fed to livestock.

WEED TRIMMING

1. Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc).
2. When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property.
3. A three-inch (3") swath shall be sprayed on either side of the fence to maintain grass and weed control, providing the adjacent side of the fence is not private property. If the adjacent side is a private property only a three-inch (3") swath shall be sprayed on the City property. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level, and the remaining dead vegetation removed from the fence.
4. A three-inch (3") diameter area from the base of trees shall be maintained when trimming around trees. The Contractor shall chemically kill or retard the growth directly under trees using suitable and equally effective herbicide. When chemically trimming around trees, special care shall be given so as not to spray the suckers growing from the ground around the tree; as this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree shall require the tree to be

replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.

5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. The Contractor shall ensure all cuttings are kept off the streets and sidewalks.
6. **Sidewalks shall be edged. The Contractor shall provide proper edging techniques and equipment to edge all curbs and sidewalks, gas-powered edging tools are required.**
7. In areas where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.
8. The Contractor shall provide a manicured professionally mowed project at each location.

MISCELLANEOUS

1. Contractor must immediately report sinkholes to the Public Works Department (352- 351- 6733).
2. Contractor must have at least one crew member who communicates fluently in English.
3. Properties having gates: The Contractor shall report to the City Project Manager any gates needing repair for failure to close, open, or lock.
4. Contractor's employees shall always wear shirts or have a badge that identifies the company, and all trucks belonging to the Contractor must bear the company's name.
5. When working near roadways, the employee shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT-approved "**Men Working Signs**" in front of, and behind, company vehicles.
6. At the end of each working day, the Contractor shall submit a list of all mowing locations that have been mowed to the City Project Manager.
7. All walking trails and/or sidewalks in or around the right of ways shall be free of grass clippings and weeds. Edging required.
8. ***Add bag litter picked up an amount to each invoice submitted. At the top of the invoice.***

INVOICING

1. All original invoices will be sent to Brian Herrick, City's Project Manager, City of Ocala, (352) 351-6733 bherrick@ocalafl.gov.
2. Contractor will invoice at least once a month, or as draws require.
3. Months with two mowing cycles: The first cycle's invoice must be sent no later than the beginning of 3rd week of the month, While the 2nd cycle has until the first week of the following month to submit.

PRICING AND AWARD

1. Pricing will be provided on a unit price basis and must include all costs to complete grounds maintenance services as outlined in this scope of work. The City will pay the Contractor only for the actual units that the Contractor provides.
2. Award will be made to the lowest bidder determined by the total of all line items from Exhibit B Price Proposal meeting all requirements outlined herein.
3. **The awarded Contractor for this solicitation will not be awarded other contracts for NW, NE & SE drainage retention pond solicitations. If the awarded Contractor is the lowest bidder on any of the other above-mentioned solicitations, their bid will be withdrawn, and the award will be made to the next lowest, responsive bidder.**
4. AMOUNTS DUE TO THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.