

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide grounds maintenance services along East State Road 40, including the right-of-way (ROW) and medians from NE 25th Avenue in front of the Campus USA Bank at 2444 E Silver Springs Blvd on through to the median immediately east of NE 49th Terrace, approximately 540'. The median/island at NE 3rd Street is included as indicated in **Exhibit C - Grounds Maintenance Location Map**.
2. The vendor shall be responsible for ground maintenance services, including, but not limited to, mowing, edging sidewalk & curb, litter removal, and herbicide applications.
3. All work shall be coordinated with City Project Manager Charlie Varney, cvarney@ocalafl.gov, (352)351-6789.
4. **NON-MANDATORY PRE-BID MEETING:** Refer to the listing for the pre-bid meeting date, time, and location.

LICENSING AND EXPERIENCE REQUIREMENTS

1. **Commercial Applicator Licensing Requirement:** If using restricted herbicides, Bidder must be licensed as a commercial applicator with the Florida Department of Agriculture and Consumer Services.
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Bidder must possess and maintain for the duration of this contract a MOT/TTC Intermediate certification.
3. **Experience Requirement:** Bidder must possess three (3) years' experience in providing ground maintenance services. **Bidders who do not plan to use restricted herbicides may submit a bid without this license. Follow the link below for more information on how to obtain this license:** <http://edis.ifas.ufl.edu/pi185>

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

EQUIPMENT REQUIREMENTS

Vendor must possess and properly maintain (for the duration of this contract) all equipment necessary to perform services described herein, which minimally shall include the following equipment:

- Two (2) weed eaters
- Two (2) edgers
- Two (2) backpack blowers
- One (1) three-wheel blower (for parking lots)
- Three (3) mowers, which shall include a combination of push and zero-turn mowers
- Two (2) trucks/trailers
- Two (2) backpack sprayers

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of two (2) years.

2. **Renewals:** Two (2) optional, one-year renewal terms.
3. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of (i) the amount of the percentage increase

DEFINITIONS

1. **Trash:** Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic wrappers and Styrofoam cups and plates.
2. **Debris:** Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6") in diameter and smaller than six feet (6') in length, tree branches, twigs, hedge clippings and sapling trimmings. One or two broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to remove.

If the Vendor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, Vendor 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 Vendor's responsibility to remove and properly dispose of debris before mowing.

MOWING AND EDGING

1. Vendor shall mow at a maximum height of two inches (2") for Bahia grass and three inches (3") for St. Augustine grass.
2. Mowing and all related services shall be started and completed on the same day (weather permitting).
3. All mowing will be completed between the hours of 7:00 AM and 5:00 PM, Monday through Friday. Any change to days and/or times must be approved by the City Project Manager, Charlie Varney, cvarney@ocalafl.gov (352) 351-6789. There will be no mowing on City-observed holidays or weekends. Please refer to the section labeled HOLIDAY SCHEDULE for City-observed holidays.
4. The City will set specific mowing days and dates. The Vendor must follow the City noise ordinance when planning mowing times. **The start date for this contract is January 2026.**
5. Vendor shall mow all grass areas in accordance with the frequencies indicated below:

Month	Cuts per Month*
January	1
February	1
March	1
April	2
May	2
June	3
July	3

August	3
September	3
October	2
November	2
December	1
Total cuts per year:	24

**The City anticipates mowing frequencies as outlined above; however, the City reserves the right to adjust these frequencies as needed.*

6. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions.
 - A. No additional compensation will be made for delays caused by the inclement weather. Vendor 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.
 - B. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final.
 - C. Vendor performance and prosecution of work will be considered in the determination for granting additional days.
7. **Edging shall be required** along the curb, sidewalk, and gutter, the edge of the asphalt road, sidewalk, the entire perimeter of each median, and the outer edge of the right of way.
 - A. Sidewalks shall be edged, and where there are cracks in the sidewalks or curbing with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide.
 - B. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.
8. Vendor must pick up trash and debris in and around the area to be mowed (to include fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. Vendor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps of grass to remain in the mowed areas. All mowed areas will be inspected by the City. Debris must be removed from the site and not thrown under trees.
9. Vendor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing grounds maintenance. Vendor shall straighten any signs and/or bollards leaning due to contact with equipment. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations. All damages shall be immediately reported to the City, who will make the final decision for replacement and/or repair.
10. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Vendor, the Vendor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Vendor's employees shall always have a wrench in their possession to shut off the water should damage occur. Vendor shall report any damage to backflow assemblies to the City Project manager within 15 minutes of such damage.

11. Water meter damage should be reported to the Water Resources Department at (352) 351- 6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility-related repairs, which must be completed as soon as possible.
12. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, causing damage to the grass plants. Tires must be equally inflated to avoid uneven cuts, etc. Vendor is responsible for operating equipment at speeds that result in proper cuts.

TRIMMING AND WEED CONTROL

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. No blue dies with herbicide.
3. A three-inch (3") swath must 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 private property, only a three (3) inch swath must 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 must be maintained when trimming around trees. Vendor shall chemically kill or retard the growth directly under trees using Roundup or other suitable and equally effective herbicide. When chemically trimming around trees, Vendor must not spray the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree would require the tree to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hard wood trees.
5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. Vendor should ensure all cuttings are kept off the streets and sidewalks.
6. Sidewalks, curb and gutter, edge of asphalt road, the entire perimeter of each median, and the outer edge of the ROW shall be edged per cut. 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, Vendor must remove it with a weed-eater or similar string device. Concrete medians shall be sprayed for weed control or edged per cut.

VENDOR RESPONSIBILITIES

1. Work shall be coordinated with the City Project Manager Charlie Varney, 352-351-6789, e-mail: cvarney@ocalafl.gov
2. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
3. The Vendor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
4. At least one crew member must communicate fluently in English.
5. Vendor's employees should wear shirts or have a badge that identifies the company, and all trucks belonging to the Vendor must display the company's name.

6. 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.
7. Sinkholes: Vendor shall report any sinkholes found to the Public Works Department: 352-351-6733.
8. Properties having gates: Properties having gates – Vendor shall report any gates needing repair for failure to close, open or lock to the department responsible for that area. All gates must be closed and locked when they are finished mowing each area.
9. Weekly Report: Vendor shall submit Vendor must submit a weekly report to the City Project Manager. The weekly report must list the properties mowed and identify any problems or issues at any of the sites as well as the Vendor's recommendations to resolve any issues or problems.

VENDOR EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided.
2. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
3. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours, or voicemail must be available to take a message.
4. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in his or her employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
5. The employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good an appearance as the job conditions permit.
6. Vendor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on city property or projects.
8. Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

SAFETY

1. Vendor shall be fully responsible for meeting all OSHA, local, state, and federal codes concerning safety provisions for their employees, subcontractors, staff, public, etc.
2. Vendor shall be responsible for all damage to buildings, curbing, pavement, landscaping, or irrigation systems caused by the delivery or removal of materials.
3. In no event shall the City be responsible for any damages, loss, destruction, or theft of materials, equipment, or clothing.
4. Any emergencies must be reported immediately to the Project Manager.
5. All mower operators shall be trained and properly certified to operate mowing equipment.

6. It shall be the responsibility of the Vendor to supply all necessary training. The Vendor shall be familiar with all construction signage for roadway safety.

MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.
 - A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during work.
 - B. Provide any other special requirements for safe and expeditious movement of traffic.
 - C. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where operations will not affect existing roads.
 - D. Do not obstruct or create a hazard to any traffic during the performance of the work. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).

HOLIDAY SCHEDULE

1. The City of Ocala recognizes the following holidays:

New Year's Day	January 1 st
Dr. Martin Luther King, Jr.	3 rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Thanksgiving Day (day after)	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
2. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the city manager.

INVOICING

1. All original invoices will be sent to: Charlie Varney, Project Manager, Public Works Department, 1805 NE 30th Avenue, Building 300, Ocala, FL 34470, CVarney@ocalafl.gov or Tom Casey at TCasey@ocalafl.gov

2. Vendor will invoice at least once a month.

PRICING AND AWARD

1. Pricing will be for a lump sum cut for all areas outlined in this **Exhibit B – Price Proposal** and **Exhibit C - Grounds Maintenance Location Map**.
2. Bids will be received on a lump sum price basis. The award will be made to the lowest bidder who meets all the requirements outlined herein.
3. **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/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.