

**BACKGROUND**

1. The City of Ocala requires the services of an experienced contractor to provide services to maintain the aquatic vegetation and exotic species growth. The aquatic vegetation and exotic species management service is necessary for maintaining the free flow of water and aesthetics while maximizing the health of the aquatic ecosystem and providing the best possible aesthetics for the surrounding property owners. The awarded Bidder shall furnish all supervision, supplies, materials, labor and equipment necessary for performing all work in connection with the chemical/pesticide application, biological treatment, or mechanical removal of aquatic weeds throughout the specified bodies of water listed below, unless directed otherwise. All chemical treatments will include only registered, approved herbicides used in strict accordance with label directions and be applied by a Florida licensed applicator, all bidders must be certified with the Florida Commercial Applicator License (Aquatic) and a Right of Way Applicator License at time of bid submittal.

The most common pre/post herbicides we have used in the past are Rodeo, Diquat (both liquid & granular), Copper Sulfate, Fluridone

1. **NON-MANDATORY PRE-BID MEETING: Thursday, March 5, 2026, at 2:00pm** at: Public Works Conference Room, 1805 NE 30<sup>th</sup> Avenue, Building 300, Ocala, FL 34470

**LICENSING REQUIREMENTS**

1. **Licensing Requirement:** Bidder must hold a **Commercial Applicator (Aquatic) License** and a **Right of Way Pesticide Applicator License** issued by the Florida Department of Agriculture & Consumer Services, to submit a bid for this project.

**SCOPE OF WORK**

1. **The Scope of Work consists of 24 locations encompassing approximately 58.3 acres of treatment.**
  - Due to weather trends some typically dry ponds may stay wet for periods of time and become subject to unwanted invasives. Because of this possibility we are asking for a cost per ¼ acre treatment cost for certain herbicides. As an example, if we have a 1-acre parcel not on the current list needing treatment the cost for treating will be 4 times of your listed line-item price. Additional areas will be at the discretion of the project manager and must get authorization before treating.
  - In addition to the aquatic weed control the City is asking for per footage cost of Right of Way herbicide spraying. The application footprint will be calculated 1ft length x 6ft (max) depth. In Exhibit A the herbicides for pricing will be listed. These areas will also be at the discretion of the Project Manager and will need authorization prior to application.
  - Cogongrass treatment will be based on a per ¼ acre treatment cost. This will be the same price for the initial "knock-down" treatment and follow up treatment.

**2. Location Maps**

Location maps of the areas to be maintained are attached to this Solicitation as Exhibit C.

Bidders should inspect the sites of the proposed work and clarify any discrepancies with the City prior to submitting their bid.

3. Treatment of retention ponds shall be performed monthly. Maintenance treatment shall consist of inspections and treatment as often as necessary to accomplish progressive weed destruction and control, but not more than thirty (30) days shall elapse between treatments unless otherwise approved by the City. If the Contractor fails to keep the noxious/exotic (N/E) growth under control, physical removal shall be done at Contractors expense.

### **MAINTENANCE TREATMENT AND MINIMUM MAINTENANCE STANDARDS**

The work shall include, but not be limited to, the following minimum maintenance standards:

- City Parks/Golf Courses or areas adjacent to residential areas require additional maintenance for aesthetics. These operations include, but are not limited to, the removal and/or eradication of water encompassing, cattails, broadleaf weeds, hydrilla, hygrophilous, torpedo grass and other waterborne plants, including algae and duck weed.
- Maintenance treatment shall consist of inspection and treatment as often as necessary to accomplish progressive weed destruction and control, but not more than thirty (30) days shall elapse between treatments unless otherwise approved by the City.
- The City shall be notified prior to each treatment of where the location of the treatment is to take place, including the date and time.
- Only approved chemicals shall be used in the performance of work under this Contract. In the event a chemical is banned by a governing agency of the State of Florida during the term of the Contract, the awarded Bidder shall continue work using another approved chemical and immediately notify the City.
- A list of all chemicals to be used, rates of application (to avoid fish kills), and intended time-use restrictions to be observed shall be submitted with the service report. Drift control agents shall be used in areas where herbicides are being applied on or above the water surface to avoid drift onto surrounding vegetation.
- The awarded Bidder shall demonstrate competence in distinguishing between beneficial species and noxious invasive species. If any planted species are removed or destroyed due to the awarded Bidder's performance, it shall be the awarded Bidder's responsibility to replace them, in kind, at its own expense, in a timely fashion, when chemical residue has subsided and is safe to do so. This includes lawns and shrubbery.
- During each treatment the awarded Bidder shall remove all visible debris, litter, etc. from the waterways and legally dispose of such material.

- The percentage of area that require manual removal may vary depending on the state of excessive weed growth. This function would be provided on an as-needed basis; however, this cost must be included in the bid amount and must be provided if requested.
- Following each visit, a report will be prepared and submitted to the City of Ocala Stormwater Department detailing all maintenance activities including time, dates, locations, target species, amount and type of any herbicide applications, names of personnel, general site conditions including estimated temperature and wind speed/direction.
- The Contractor shall be responsible for inspecting all WRA's and ensuring the maintenance plan is providing adequate control of submerged vegetation, grasses, N/E and algae.

Treatments and maintenance shall be as needed to achieve the desired condition of water retention areas (WRA). If a WRA is not at an acceptable level of maintenance, the Contractor shall do whatever is necessary (physical removal, etc.) as often as necessary until the WRA's are acceptable.

#### CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for a term of 3 years with the option of two (2) additional one (1) year renewals.
2. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala.

#### INSURANCE REQUIREMENTS

*NOTE: STANDARD INSURANCE REQUIREMENTS include General & Auto Liability and Workers Comp.*

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.

#### SATISFACTORY PERFORMANCE, DELIVERABLES AND HOURS

**Satisfactory Performance:** It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired, however, in the event it does not, Contractor agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications measured by the City of Ocala Stormwater Department in its discretion. The determination of satisfactory performance will be based upon the satisfactory appearance of the WRA, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the WRA will be reviewed on a periodic basis by the City of Ocala Stormwater Department.

Contractor performance will be evaluated and adjustments to the technical maintenance specification, if required, will be made. It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather difference may cause some variation in characteristics and that different stages during the care cycle may vary from the desired appearance.

1. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager, Brian Herrick [BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov) before payment for such work.
2. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. The Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

### CONTRACTOR EMPLOYEES AND EQUIPMENT

1. The Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. The Contractor 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.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. The Contractor 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.
6. No smoking is allowed on City property or projects.
7. The Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

### CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
  - A. Access to City properties to perform the work.
  - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

### CONTRACTOR RESPONSIBILITIES

1. The Contractor 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.

2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. The Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. The contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

**SUB-CONTRACTORS**

1. The Contractor must perform a minimum of 90% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

**SAFETY**

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

**INVOICING**

1. All original invoices will be sent to: Brian Herrick, Project Manager, Stormwater Systems Manager, Public Works Department, 1805 NE 30<sup>th</sup> Avenue, Building 300, Ocala, FL 34470, email: BHerrick@ocalafl.gov.
2. The Contractor will invoice at least once a month.

**PRICING AND AWARD**

1. Bidder must upload a completed Price Proposal in Excel format, with their response.
2. Bidder must bid on all line items, with the exception of optional items.

3. The quantities in Exhibit B - Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
4. Bids will be received on a unit price basis. The City will pay the Contractor only for the actual units that the Contractor completes
5. Award will be made to the lowest bidder meeting all requirements outlined herein.