

CITY OF PARKLAND

LANDSCAPE MAINTENANCE SERVICES

INVITATION TO BID

BID #2011-01

The City of Parkland is requesting sealed bids for landscape maintenance services at various City facilities, parks, and within medians, swales and other public rights-of-way pursuant to the specifications attached hereto. Detailed specifications are available on the City's Website, via the DemandStar System, or for pick-up only from the City Clerk's Office located at Parkland City Hall, 6600 University Drive, Parkland, Florida, 33067. **No specifications will be shipped or mailed.**

All bids shall be provided in compliance with the specifications in sealed envelopes submitted to the City Clerk on or before 2:00 p.m. May 6, 2011 at Parkland City Hall located at 6600 University Drive, Parkland, Florida 33067. No late proposals will be accepted.

A **mandatory** pre-bid meeting will be held in the Commission Chambers located at Parkland City Hall on April 22, 2011 at 9:00 a.m. Bids will not be accepted from firms that fail to attend and sign-in at the mandatory pre-bid meeting.

The City reserves the right to reject all bids, to waive minor irregularities, or take such other actions with regard to acceptance or rejection of bids as it deems, in its sole discretion, will serve the public interest.

The specifications attached hereto detail the scope of services and contractual requirements which will be imposed. The City reserves the right to make additional contract requirements in accordance with the direction of its City Attorney and the successful firm shall be obligated to execute a contract that provides for those additional requirements.

The Contract shall be awarded to the lowest and most qualified bidder whose price and qualifications cause its bid to be considered the best and most responsive bid.

**ADVERTISEMENT: DemandStar – April 17, 2011
Sun Sentinel – April 17, 2011
City Website – April 17, 2011**

LANDSCAPE MAINTENANCE SERVICES SPECIFICATIONS

GENERAL: The City of Parkland is interested in obtaining proposals from qualified Contractors, for the purpose of providing landscape maintenance services at various City facilities and parks, and within medians, swales and other public rights-of-way.

The work consists of furnishing all labor, materials, equipment, tools, permitting, service and supervision necessary to properly complete the work in a safe, effective, and efficient manner. The work shall be performed by a licensed landscape contractor and crew with at least five (5) years of verifiable full-time experience with landscape maintenance work of similar scope and cost.

ARTICLE 1: DEFINITIONS

- 1.0 **ANSI:** American National Standards Institute.
- 1.1 **DEBRIS & LITTER:** Objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in lawn areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites; palm fronds and tree limbs; and illegally posted signs within the public rights-of-way, are to be removed by Contractor, at Contractor's expense.
- 1.2 **EDGING:** The cutting of overhanging or overgrown vegetation away from a hard surface such as curbing, sidewalks, driveways, roadways, etc., and the maintenance of a defined manicured edge around tree rings, landscape borders, monuments, signs, or other physical elements protruding from the landscape maintenance area.
- 1.3 **FDOT:** Florida Department of Transportation
- 1.4 **IRRIGATION:** All of the plumbing and electrical devices involved in the distribution of irrigation water. The plumbing begins at, but does not include, the main supply and ends with the drain valve or sprinkler head. The electrical begins at, and includes, the electrical controller (including box) and ends with the electrical solenoid on a valve or sprinkler head.
- 1.5 **M.O.T.:** Maintenance of Traffic
- 1.6 **MSDS:** Material Safety Data Sheet
- 1.7 **OSHA:** Occupational Safety and Health Administration
- 1.8 **PEST CONTROL:** The use of integrated pest management techniques to control outdoor pests such as weeds, rodents, insects and plant diseases.
- 1.9 **PRUNING:** The cutting of trees, shrubs, and hedges in a neat and orderly manner and in accordance with all applicable standards, rules, and regulations.
- 1.10 **SAFETY:** Freedom from the occurrence or risk of injury, danger, or loss.
- 1.11 **SCOPE OF WORK:** The work under this Agreement shall consist of the supervision, materials, equipment, labor and all other items necessary to complete said work.

- 1.12 SPORT FIELDS:** Those fields characterized by sport turfs (Bermuda Grass and/or Synthetic Turf) and specifically utilized for soccer, football, lacrosse, baseball, and softball. Sport fields are **not** included within the scope of this Bid.
- 1.13 TRIMMING:** The cutting of grass and weeds in areas that are inaccessible to mowers due to obstacles.
- 1.14 WEED:** Any plant growing where it is not desired. Plants such as, but not limited to: clover, dandelions, purslane, chickweed, plantain, knot weed, black medic, and volunteer trees are also considered weeds. Grass in plant, rock and shrub beds, cracks in sidewalks, streets and parking lots is also a weed.

ARTICLE 2: TERM

- 2.1.1 CONTRACT TERM:** The term of this Agreement shall be for a two (2) year period commencing on the date that service commences provided that the Agreement has been executed by both parties prior to such date. Service shall commence on June 1, 2011 however City, at its sole discretion, reserves the right to modify the aforementioned commencement date should it deem necessary. City shall not be responsible for any costs associated with such modification.
- 2.2 RENEWAL TERM AND COMPENSATION:** The City reserves the right to renew the terms of this Agreement for four (4) additional years in two (2) year increments pending a mutual agreement between the City and the Contractor and a review of contractor's performance for the previous two year period. Such review shall be done with a written notice to Contractor by City.

Should City and Contractor choose to renew the Contract as provided for, Contractor may adjust rates, each additional two (2) year period, upward or downward to reflect the cost of doing business measured by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency for all urban consumers in the Miami/Fort Lauderdale district, for the latest available twelve (12) months, calculated by utilizing the CPI for the most recent month of January. Contractor shall notify City not less than sixty (60) days prior to the expiration of the Contract should Contractor plan on adjusting rates as provided for in this paragraph. Such notification shall include the proposed new rates.

ARTICLE 3: SCOPE OF SERVICES

- 3.1 GENERAL STATEMENT OF CONTRACTOR'S OBLIGATIONS:** Contractor hereby agrees to provide landscape maintenance services in accordance with all the specifications set forth herein to the medians, swales, public rights-of-way, City owned facilities and parks as set forth in Exhibit A attached hereto.
- 3.2 MOWING SPECIFICS:**
- (a) Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- (b) All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at a minimum 35 degree angle from horizontal when conducting mowing operations along medians and roadway edges.

- (c) All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- (d) All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- (e) All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.
- (f) Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.
- (g) Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a stormwater inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Failure to follow these requirements may result in termination of the Agreement.
- (h) Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.
- (i) Grass shall not be mowed lower than two (2) inches in height. Cut heights should be set to remove half (1/2) of the blade height, not to exceed three quarter (3/4) of the blade height, with an average maintained height of three (3) to four (4) inches.
- (j) Excess clippings shall be removed from turf areas, roadways and sidewalks and may be spread out as appropriate along turf provided they do not cause an unsightly appearance as determined by the City or restrict the regeneration of the turf below. **Under no circumstances are excess clippings to be placed on, near, or in a catch basin, storm drain, or water body.**

3.3 MOWING FREQUENCIES:

Grass shall be mowed thirty-two (32) times annually based on a frequency of three (3) times per month, in the months of April through November and two (2) times per month, in the months of December through March.

3.4 TRIMMING AND EDGING:

(a) **Trimming:** Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by hand or hand fish line) cutting machines. Grass will be powered shear or rotary nylon trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to limit damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

(b) **Edging:** Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by City designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where “edging” rather than “trimming” is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line.

Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces including but not limited to roadways, sidewalks, and trails during or as an immediate operation following the mowing.

(c) Chemical Edging: Chemical application may be used as an alternative to mechanical edging to kill weeds and trim in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, and cement medians (concrete divider isles). Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to three (3) inches on either side of the application line.

Contractor is responsible for replacement of all damaged sod at Contractor's cost and City shall not be financially responsible for replacement of sod damaged by Contractor. If sod replacement is not complete within one week of written notification, City may replace and deduct the cost of replacement from the next monthly payment application.

3.5 TRIMMING AND EDGING FREQUENCIES:

Edging and trimming is to be done every time area is mowed.

3.6 WEED CONTROL - LANDSCAPE MAINTENANCE WEED CONTROL:

(a) Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations every time area is mowed.

(b) Weeds are to be mechanically or chemically removed from walkways, walkway cracks, walkway/curb gutter expansion joints, pavers and along fence lines.

(c) Contractor may use contact herbicides for killing spots of weeds in St. Augustine grasses, with written permission.

3.7 TURF FERTILIZATION: Fertilization for all turf areas should be completed so as to provide one (1) pound of actual nitrogen per 1,000 square feet of lawn area, for each application specified:

(a) St. Augustine Turf Fertilization: St. Augustine turf fertilization, utilizing Lesco 16-4-8 or equivalent shall follow the schedule attached herein as Exhibit B.

(b) St. Augustine Weed Control: St. Augustine weed control utilizing Atrazine or equivalent shall follow the schedule attached herein as Exhibit B.

(c) Fire Ant Control: Fire ant control for all categories shall be done in accordance with the schedule attached herein as Exhibit B.

(d) Disease Control: Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the City.

3.8 SHRUB AND HEDGE CARE: Shrubs and hedges shall be maintained in a healthy, growing correct color condition and in the shape and area specified, or as specifically directed by City designee.

Contractor shall prune all shrubs and hedges including, but not limited to, the removal of dead and/or broken branches, suckers or sprouts, branches that may hang over walkways, grow through fences or obscure roadway vision. Pruning shall be performed to have shrubs appear orderly and neat at all times.

All pruning will be accomplished in accordance with standard industry practices using the appropriate pruning tools for the task at hand. Machetes and axes shall not be used in pruning operations.

Brazilian Pepper (Florida Holly) and Ficus Hedges: Where Brazilian Pepper and/or Ficus is used adjacent to the public rights-of-way as a hedge (locations noted on Exhibit A), Contractor shall ensure that the hedge is pruned at a frequency and manner such that it is kept in a neat and orderly condition (as determined by City); and does not overhang sidewalks, trails, and roadways.

- 3.9 SHRUB AND GROUNDCOVER FERTILIZATION:** Shrub and groundcover fertilization shall be fertilized in accordance with the schedule attached hereto as Exhibit B, utilizing Lesco 8-10-10 mixture with microelements or equivalent at the rate of three quarter (3/4) pound of fertilizer per 100 square feet of shrub area.
- 3.10 MULCH:** Mulch shall be added to all planting beds three (3) times per year in accordance with the schedule attached hereto as Exhibit B. Mulch shall be applied three (3) inches thick however, no mulch shall be placed around the immediate base of shrub stems. Beds shall be clean of weeds before new mulch is applied. Beds may be cultivated to help achieve this depth prior to application of new mulch. Mulch shall not be placed closer than five (5) inches from the base of trees or palms.
- 3.11 TREE CARE:** All tree work shall be supervised by an International Society of Arboriculture (ISA) or National Arborist Association (NAA) certified arborist. All work shall be performed in accordance with guidelines set forth in the latest editions of ANSI Z133.1 and ANSI A 300 (Safety and Pruning Standards) as published by the American National Standards Institute. Under all circumstances, this work should be performed so as to ensure the highest possible value for each tree is maintained, based on the International Society of Arboriculture (ISA) Standard Valuation Guidelines. Other Standards of practice as published by the United States Department of Agriculture, Florida Department of Agriculture and Consumer Services - Division of Forestry, and/or University of Florida/Florida Cooperative Extension Service - Institute of Food and Agriculture Sciences, may be referenced when local conditions are not specifically addressed by the NAA or ISA guidelines. ***Contractor shall possess a valid Broward County issued Tree Trimmer License and shall at all times have a Tree Trimmer Licensed employee on the job site during tree trimming operations. Contractor, at all times, shall be in compliance with Broward County standards and requirements as they pertain to Tree Trimming.***
- (a) Palm Trees: Dead fronds from palm trees shall be removed from the ground as they fall. Sabals and Washington Palms shall be thinned of dead or dying fronds twice annually with one (1) with one pruning cycle to occur in June and one (1) to occur in November. With the exception of seed pods, no healthy green fronds are to be removed without prior City approval.
 - (b) Shade Trees: Shade Trees including but not limited to Oaks, Mahoganys, Gumbo Limbos, Ficus, etc. shall be pruned as necessary to remove sucker growth and to maintain clear visibility between grade and a height of at least eight (8) feet. All damaged, dead or diseased limbs resulting from weather or pests shall be removed immediately. One (1) time per year, Contractor shall shape shade trees to ensure a neat and uniform appearance.
 - (c) Accent Trees: Accent Trees including but not limited to Cattley Guava, Ligustrum, Oleander Standards, etc. shall be pruned by thinning to maintain shape of tree every other month.
 - (d) Debris: All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a fee of \$50.00 per day, as long as debris remains. The

parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of execution of this Agreement, and agree that \$50 per day is an amount proportionate to the cost incurred by the City as a result of such breach. The parties agree that this amount is not intended as punitive damages.

3.12 TREE FERTILIZATION:

- (a) Shade tree fertilization: Shade trees (up to 3" caliper) shall be fertilized in accordance with the schedule attached herein as Exhibit B utilizing Lesco 8-10-10 mixture complete fertilizer with microelements or equivalent, at a rate of one (1) pound per caliper inch of trunk diameter at breast height (DBH).
- (b) Palm Tree Fertilization: Palms shall be fertilized in accordance with the schedule attached herein as Exhibit B utilizing Lesco 13-3-13 fertilizer containing microelements or equivalent at the rate of one (1) to five (5) pounds per palm, dependent on the trunk diameter, generally one-half (1/2) pounds per inch of trunk diameter.

3.13 LITTER AND DEBRIS CONTROL:

- (a) Litter removal from turf areas and plant beds and designated right-of-way areas shall be completed prior to each mowing operation in the same day.
- (b) Litter is to be removed entirely from the sites and disposed of in accordance with City of Parkland Ordinances, at Contractor's expense (no dumping on City property shall be permitted).
- (c) The City reserves the right to maintain ownership of all shrub and tree trimmings, for mulch cultivation services. The Contractor shall be required to deliver said trimmings to the Public Services Department only if requested by the Landscaping Division, as part of services.
- (d) City retains the right to request debris removal upon a finding by City staff that such services are necessary.

3.14 ADDITIONAL SERVICES:

- (a) Sod Replacement: On an "as needed" basis at the request of the City, Contractor shall supply labor and materials necessary to replace and/or install sod for the City. Sod will be priced per square foot of sod and shall include grading and installation.
- (b) Additional Mowing/Trimming/Edging: On an "as needed" basis at the request of the City, Contractor shall provide additional mowing, trimming and edging, as described herein, to accommodate a special City event or holiday event. City shall provide not less than seven (7) days notice when requesting said additional mowing/trimming/edging service.
- (c) Tree Removals: Contractor will supply labor and equipment for removal and proper disposal of trees on an "as needed" basis. Rate will be per tree removed. Two (2) size rates shall be provided, one for trees up to 25' in height and one for trees larger than 25' in height up to 40' in height. All removals shall include stump grinding or stump removal where appropriate.
- (d) Tree Standing: Upon request of City, Contractor shall re-stand, guy and stake including labor, equipment, and materials any trees that are leaning or have fallen and are considered to be savable. Two (2) size rates shall be provided, one for trees up to 25' in height and one for trees larger than 25' in height up to 40' in height.

(e) Chemical Pest Control:

- (1) Turf Insect Control: Turf insect control shall be provided by Contractor for insects identified by Contractor or City staff as problematic and shall be treated as needed upon approval of the City. Fire ant control shall be as defined in Section 3.7 above.
- (2) Shrub, Tree, Groundcover Insect Control: Shrub, tree, and groundcover insect control shall be provided for insects identified by Contractor or City staff as problematic and shall be treated as needed upon approval of the City. Some specific insects to be controlled include but are not limited to aphids, scale, white fly, and grasshoppers.
- (3) General Use of Chemicals:
 - A. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by or under the direction of a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.
 - B. MSDS sheets for all proposed chemicals to include, commercial name, application rates and type of usage shall be submitted to the City designee for approval at the beginning of this Agreement. All proposed chemicals shall be approved by the Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the City designee.
 - C. Chemicals shall only be applied by or under the supervision of those persons processing a valid Florida Certified Pesticide Applicators License. Applications shall be in strict accordance with all governing regulations.
 - D. Records must be kept and retained (with copies provided to the City in application report) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
 - E. Chemicals shall be applied when air current are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
 - F. Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites will be removed and replaced, with such removal and replacement cost paid for by Contractor.

ARTICLE 4: SAFETY

4.1 GENERAL: Contractor shall adhere to all applicable OSHA standards while performing work within the City. In addition, the following safety requirements shall apply to any work performed under this Agreement.

(a) Federal, State and Local environmental regulations shall be followed to minimize the possibility of air, water and soil contamination or other undesirable results. Additionally, all work in public right-of-ways shall be performed in accordance with a Florida Department of Transportation, Broward County and/or City approved maintenance of traffic (MOT) plan. The costs related to any and all materials required for said traffic regulation shall be included. Access and passage by all vehicular and pedestrian traffic shall be maintained while work under this Agreement is being performed. Blockage

will not be permitted for more than thirty (30) minutes without written approval of the Broward Sheriff's Office (Parkland Division).

(b) All workers must wear an ANSI approved Class I, II, or III high visibility lime green or orange safety vest when conducting maintenance operations within public rights-of-way and medians.

(c) All workers performing overhead maintenance operations shall wear hard hats conforming to ANSI Z89.1 standards. Use of hard hats shall be mandatory when performing tree pruning operations.

(d) All temporary traffic control devices and signage shall be set in accordance with an approved MOT plan and shall be in strict conformance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation (USDOT)

(e) All maintenance vehicles shall be equipped with full functioning and visible rotating/strobe lights that shall be utilized at all times while conducting maintenance operations within the road right-of-way. All vehicles shall be appropriately and visibly marked with the company name and phone number.

(f) All vehicles and equipment which remain stationary within fifteen feet (15') of the roadway edge for two or more minutes shall be coned off with no less than two (2) traffic cones (one at the front traffic side of the vehicle and one at the rear traffic side of the vehicle). The placement and number of cones to be utilized shall be sufficient to provide maximum safety based on the classification of road, speed limit, number of lanes, and in accordance with accepted national standards.

ARTICLE 5: GENERAL CONDITIONS

5.1 DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

5.2 VEHICLES AND EQUIPMENT: Contractor, at its sole cost and expense, shall furnish and maintain all vehicles and equipment as is considered reasonably necessary to perform the work in an acceptable manner to the City and at a satisfactory rate of progress. The vehicles and equipment shall be maintained in a safe and efficient working condition throughout the term of the Contract and any renewal period. Contractor shall establish a regular preventative maintenance program for all equipment and shall maintain records of preventative maintenance and other maintenance repairs to the equipment. Contractor shall be responsible for initiating, maintaining and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. Contractor shall establish reasonable procedures and programs to prevent property loss or damage and/or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. Contractor shall not park trucks and trailers on swale areas at any time. Trucks and trailers shall remain on the roadway with proper Maintenance of Traffic (MOT) controls or within an appropriate/approved parking lot.

5.3 COMPLIANCE WITH LAWS: Contractor, its officers, agents, employees, and contractors, shall abide by and comply with all Federal, state and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then Contractor shall immediately desist from and correct such violation. If Contractor is in violation of any law, Contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

5.4 PERMITS AND LICENSES: The Contractor shall submit copies to the City's Public Works & Engineering Director or designee of all licenses required for this work. Contractor, at his/her own expense shall be responsible for obtaining any permits and licenses that may be required under this Agreement.

5.5 HOURS OF OPERATION: All work under this contract shall be performed between the hours of 8:30 am and 4:30 pm, local time, Monday through Friday. No exceptions to these hours shall be made without the expressed written consent of the City. All maintenance shall be performed in accordance with a City approved service schedule to be submitted by Contractor after the Notice of Award.

5.6 INDEMNITY: Contractor shall indemnify, defend and hold City and its employees harmless from any and all liability, claims, causes of action, judgments or penalties in any way related to the actions or omissions, its activities and those of its employees, subcontractors and agents pursuant to or related to this agreement. Nothing herein shall constitute a waiver of the City's sovereign immunity.

5.7 INSURANCE: Contractor shall provide the City with proof of adequate (in the opinion of City) workers compensation insurance. Workers compensation insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102, and 0106. Contractor shall procure and keep in force general liability insurance in the amount of \$1,000,000 with the City as an additional insured. The insurance policy shall require thirty (30) days notice to City in the event of cancellation, alteration or termination. The City shall receive current copies of the certificate of insurance. All vehicles used by Contractor shall have liability insurance in the minimum amount of \$500,000 per incident. Contractor shall procure and keep in force any other insurance that may be required by any other federal, state, or local governmental entities having jurisdiction.

5.8 CONTRACT: The selected firm shall execute and comply with the City's landscape maintenance services agreement as approved by the City Attorney.

5.9 PERFORMANCE AND TERMINATION: Failure on the part of the Contractor to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Bidder, the CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the CITY determines that such termination is in the best interest of the CITY. The Contractor shall promptly discontinue all work at that time and to the extent indicated on the notice of termination.

5.10 PAYMENT: Payment will be made after the services have been completed, accepted, and properly invoiced. Invoices must bear the project name, bid number and purchase order number. The City has up to thirty (30) days to review, approve and pay all invoices after receipt.

5.11 WARRANTY: Contractor shall replace any dead, dying, or infested plant materials including shrubs, hedges, trees, and groundcovers that were installed by Contractor for a period of one year from the date of installation provided the condition of said plant materials is not directly related to vandalism and/or a vehicular accident.

5.12 REPORTS: The Contractor shall be provided with a checklist to be filled out and returned to the Public Works & Engineering Department after each mowing operation. All maintenance operations and the dates they were performed shall be noted, and any repairs or damages shall be described. No payment will be made unless all reports are provided.

5.13 EMPLOYEES: Employees of the Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in contract price. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

Employees of the Contractor shall at all times be wearing uniforms that clearly identify them as an employee of the Contractor. The Contractor shall have a Supervisor on site at all times that work is being performed at a City facility or within public rights-of-way. The aforementioned Supervisor shall be capable of communicating in and understanding the English language.

5.14 SITE INSPECTION: It shall be the responsibility of the Bidder to inspect the site before submission of bids. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of this contract will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder. Omission of any essential details from these specifications will not relieve the Contractor of supplying such product(s) and/or service(s) as specified.

5.15 BONDING: An acceptable Bid Bond, Cashier's Check, or Certified Check payable to the City of Parkland in an amount not less than 5 % (percent) of the total annual bid price, must accompany the bid. The Bonding must be executed by a surety company authorized to do business in the State of Florida or secured in a manner satisfactory to the City of Parkland. Upon award of a contract, Contractor shall furnish a Performance Bond in an amount equivalent to 100% of the total annual bid award amount as security for the faithful performance of all of the contractor's obligations under the contract documents. The Performance Bond shall remain in full force and effect for the entire Contract term and any extensions thereof.

5.16 BID AWARD: It is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The City of Parkland. The City reserves the right to award all or part of the bid including split order basis, lump sum or individual item basis, unless otherwise stated.

5.17 ASSIGNMENT: The Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

EXHIBIT "A"

LANDSCAPE MAINTENANCE LOCATIONS

AREA 1 - CITY FACILITIES:

1. Public Services Complex (Public Works, Fire Station 42)
6500 Parkside Drive, Parkland, FL 33067
2. Fire Station 109
10900 Trails End, Parkland, FL 33076

AREA 2 - CITY PARKS:

1. Pine Trails Park (Includes Community Center & Amphitheater)
10555 Trails End, Parkland, FL 33076
2. Terramar Park
6575 NW 75th Drive, Parkland, FL 33067
5. Quigley Park
7901 Parkside Drive, Parkland, FL 33067
6. Covered Bridge Park
6031 Holmberg Road, Parkland, FL 33067
7. Six Acre Wood Park
6060 Hillsboro Boulevard, Parkland, FL 33067

AREA 3 - MEDIANS, SWALES & OTHER RIGHTS-OF-WAY:

Pine Island Road:

- Swale (east side) from Trails End north to end of Pine Trails Park property.

Trails End:

- First median east of Pine Island Road.
- Swale (north side) From Pine Island Road east to Parkland Estates Entrance.

NW 87th Avenue (From Holmberg Road south towards dead end):

- Swales first six hundred seventy five feet (675') on both sides of the road.

The Ranches Subdivision:

- Ranch Road from NW 87th Ave east to NW 81st Terrace: Swale (south side) from edge of pavement to and including berm.
- Ranch Road from NW 87th Ave west to Dead End: Swale (south side) from edge of pavement to base of berm.
- NW 81st Terrace: Swale (north side) from edge of pavement to and including canal bank.
- NW 82nd Terrace: Swale (north side) from edge of pavement to and including canal bank.
- NW 83rd Terrace: Swale (north side) from edge of pavement to and including canal bank.
- NW 84th Avenue: Swale (north side) from edge of pavement to and including canal bank.
- NW 87th Avenue (Holmberg Road to Ranch Road): Swales both sides of road to fence.

EXHIBIT "A"
-continued-

- NW 87th Avenue (Ranch Road to Trotters Lane): Swale (north side) from edge of pavement to and including canal bank
- NW 72nd Street/Trotters Lane: Swale (north side) from edge of pavement to and including canal bank.
- NW 81st Street: Swale (north side) from edge of pavement to and including canal bank.

Loxahatchee Road:

- Swale (north side) from State Road 7 to a distance two hundred sixty feet (260') west of Parkside Drive: From edge of pavement fifteen feet (15') north.

**Brazilian Pepper (Florida Holly) Pruning
Rights-Of-Way Maintenance Locations**

- 1.) Holmberg Road (from Riverside Drive to NW 61st Avenue): Both sides of road.
- 2.) Parkside Drive: (from Holmberg Road to Loxahatchee Road):
 - West Side of Road
 - From Parkland Utilities Entrance north to Loxahatchee Road
 - East Side of Road
 - From Parkland Town Center (north entrance) north to Ternbridge Trail entrance.
- 3.) Ternbridge Trail (south side): From Parkside Drive east to first sidewalk intersection.
- 4.) The Ranches Subdivision:
 - NW 72nd Street/Trotters Lane: From west end of road to NW 84th Avenue along north side of canal.
 - NW 84th Avenue: From NW 72nd Street/Trotters Lane to NW 81st Street along west side of canal.
 - NW 81st Street: From NW 84th Avenue to NW 82nd Terrace along north side of canal.

EXHIBIT “B”

Fertilization and Fire Ant Treatment Schedules (all landscape maintenance locations)

St. Augustine Turf Fertilization

St. Augustine turf fertilization shall be performed and completed three (3) times per year during the first week of March, the second or third week of June, and the last week of September.

St. Augustine Turf Weed Control

St. Augustine turf weed control shall be performed and completed two (2) times per year during the first week of March and the last week of September.

Tree Fertilization

Tree fertilization (excluding Palms) shall be performed and completed two (2) times per year during the first week of March and the last week of September.

Palm Tree Fertilization

Palm tree fertilization shall be performed and completed three (3) times per year during the first week of March, the second or third week of June, and the last week of September.

Shrub and Groundcover Fertilization

Shrub and groundcover fertilization shall be performed and completed three (3) times per year during the first week of March, the second or third week of June, and the last week of September.

Fire Ant Treatment

Fire ant treatment shall be performed and completed two (2) times per year during the first week of April and the first week of October.

Mulch

Mulch shall be placed three (3) times per year during the first week of March, second or third week of June, and the last week of September. Mulch shall be placed after fertilization.

BID #2011-01

---NOTICE---

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- _____ 1. Carefully read the SPECIFICATIONS and then properly fill out the BID FORMS (Pages 16 through 22)
- _____ 2. Fill out and sign the NON-COLLUSIVE AFFIDAVIT and have it properly notarized.
- _____ 3. Sign the CERTIFICATION PAGE. Failure to do so will result in your Bid being deemed non-responsive.
- _____ 4. Fill out BIDDERS QUALIFICATION STATEMENT.
- _____ 5. Fill out the REFERENCES PAGE (At least two of the references should be from governmental entities).
- _____ 6. Sign the VENDOR DRUG FREE WORKPLACE FORM.
- _____ 7. Include BID BOND in Accordance with Section 5.15.
- _____ 8. Clearly mark the BID NUMBER AND BID NAME on the outside of the envelope.
- _____ 9. Submit ONE (1) Original AND TWO (2) Photocopies of your bid.
- _____ 10. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.
- _____ 11. Include proof of insurance.
- _____ 12. Include copies of all licenses and certifications.

FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

**THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.
THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL.**

**BID PRICE SHEET – BID #2011-01
LANDSCAPE MAINTENANCE SERVICES**

ITEM	PRICE
Landscape Maintenance (Area 1 - City Facilities): as per the attached specifications and exhibits including, but not limited to, mowing, edging, trimming, pruning, weed eating, fertilization, fire ant control, weed control, litter and debris removal, maintenance of traffic, and reporting.	(Per Month)
Landscape Maintenance (Area 2 - City Parks): as per the attached specifications and exhibits including, but not limited to, mowing, edging, trimming, pruning, weed eating, fertilization, fire ant control, weed control, litter and debris removal, maintenance of traffic, and reporting.	(Per Month)
Landscape Maintenance (Area 3 - Medians, Swales, and Other Rights-of-Way): as per the attached specifications and exhibits including, but not limited to, mowing, edging, trimming, pruning, weed eating, fertilization, fire ant control, weed control, litter and debris removal, maintenance of traffic, and reporting.	(Per Month)
TOTAL BID (Area's 1 + 2 + 3)	(Per Month)
ADDITIONAL SERVICES (Section 3.14)	
(a) Sod Installation/Replacement (includes grading): St. Augustine	(Per Sq. Ft.)
(a) Sod Installation/Replacement (includes grading): Bahia	(Per Sq. Ft.)
(b) Additional Mowing & Edging (includes labor & equipment)	(Per Hour)
(c) Tree Removal (up to 25' height)	(Per Tree)
(c) Tree Removal (25' to 40' height)	(Per Tree)
(d) Re-stand Trees up to 25' height (includes guying and staking)	(Per Tree)
(d) Re-stand Trees 25' to 40' height (includes guying and staking)	(Per Tree)
(e) Chemical Pest Control (Sod, Shrubs, Groundcovers)	(Per Sq. Ft.)
(e) Chemical Pest Control (Trees)	(Per Tree)

The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the bid documents including, articles, terms and conditions, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the services provided shall meet or exceed the specifications as stated in the bid package; and also agrees that services to be provided which fail to meet bid specifications may result in termination of the Contract at the expense of the Contractor.

Company Name

Authorized Signature

Address

Typed/Printed Name

City, State, ZIP

Telephone & Fax Number

Contractor's License Number

Federal Tax ID#

**BID FORM
BID NUMBER 2011-01
continued**

Bidders Name: _____

NOTE: To be considered eligible for award, **ONE (1) ORIGINAL AND TWO (2) COPIES OF THIS BID FORM** must be submitted with the Bid.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time (return the Bid Form to avoid removal of Bidder from the City of Parkland's vendor listing):

Variations:

The Bidder shall identify all variations and exceptions taken to the Instructions to Bidders, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets if necessary.

State of _____)
 _____) ss.
 County of _____)

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Printed Name: _____

Title: _____

State of _____)
County of _____) ss.

NOTARY PUBLIC, State of Florida at Large

() Personally known to me or
() Produced identification
Type of I.D. Produced
() DID not take an oath, or () DID NOT take an oath.

**BID #2011-01
CERTIFICATION**

*****THIS DOCUMENT MUST BE SUBMITTED WITH THE BID*****

We(I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We(I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

IF OTHER, EXPLAIN: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE (PRINTED OR TYPED)

TITLE

FEDERAL EMPLOYER I.D. OR SOCIAL SECURITY NO _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO.: _____ FAX NO.: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

BID #2011-01
BIDDERS QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____
Street
City
State
Zip

Telephone No. () _____ Fax No. () _____

How many years has your organization been in business under its present name? _____ years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:_____

Under what former names has your business operated? _____

At what address was that business located? _____

Are you Certified? Yes ☐ No ☐ If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes ☐ No ☐ If Yes, ATTACH A COPY OF LICENSE

Has your company or you personally ever declared bankruptcy?

Yes ☐ No ☐ If Yes, explain: _____

Are you a sales representative ☐ distributor ☐ broker ☐ or manufacturer ☐ of the commodities/services bid upon?

Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? Yes ☐ No ☐

If yes, explain (date, service/project, bid title, etc)_____

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

Have you ever been debarred or suspended from doing business with any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

BID #2011-01

REFERENCES

Please list name of government agency or private firm(s) with whom you have done business within the past five years (At least two should be governmental entities):

Agency/Firm Name:

Address_____

City/State/Zip _____

Phone:_____ Fax:_____

Contact_____

Agency/Firm Name:

Address:_____

City/State/Zip_____

Phone:_____ Fax:_____

Contact:_____

Agency/Firm Name:

Address_____

City/State/Zip _____

Phone:_____ Fax:_____

Contact_____

Agency/Firm Name:

Address:_____

City/State/Zip_____

Phone:_____ Fax:_____

Contact:_____

Agency/Firm Name:

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Agency/Firm Name:

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City/State/Zip_____

Phone:_____ Fax:_____

Contact:_____

Agency/Firm Name:

Address_____

City/State/Zip _____

Phone:_____ Fax:_____

Contact_____

Agency/Firm Name:

Address:_____

City/State/Zip_____

Phone:_____ Fax:_____

Contact:_____

YOUR COMPANY NAME_____

BID #2011-01
VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if non of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name