

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-45**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY OF MARATHON AND GONZALEZ BROTHERS LANDSCAPING FOR LANDSCAPING AND FACILITIES MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$408,050.00 ANNUALLY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) published a Request for Proposals (RFP) from experienced Landscaping firms to provide landscaping and facilities services to the City; and

WHEREAS, the City received five timely responses to the RFP which were subsequently reviewed and evaluated by the City’s Evaluation Team; and

WHEREAS, on April 10th the City Council approved the ranking and authorized the City Manager to negotiate a contract with the top ranked firm of Gonzalez Bros. Landscaping.

WHEREAS, the terms of the contract is for a term of three (3) years, with two (2) three (3) years extensions as may be approved by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The City Council hereby approves the Contract between Gonzalez Landscaping, Inc. and the City, a copy of which is attached hereto as Exhibit “A,” for landscape and facilities maintenance services in the amount of \$408,050, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 2. The City Manager is authorized to execute the contract on behalf of the City and expend budgeted funds.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF MAY, 2018.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Zieg, Cook, Bartus, Coldiron
NOES: Senmartin
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk
(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



David Migut, City Attorney

SECTION 5
SERVICE CONTRACT

THIS AGREEMENT is made between the City of Marathon, Florida, a Florida municipal corporation whose address and principal place of business is 9805 Overseas Highway, Marathon, Florida 33050, (hereinafter the “City”) and **Gonzalez Brothers Landscaping** a Florida corporation whose address and principal place of business is: **P.O. Box 501740 Marathon, FL 33050** , (hereinafter the “Contractor”), and

WHEREAS, the City desires to engage the Contractor to provide Maintenance Services as specified below (the “Work”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide **Landscaping and Maintenance Services**, the Work at the unit price [] or lump sum price [X] specified in **Exhibit “A” – Scope of Work** attached to this Agreement, and made a part hereof by this reference. Contractor shall be responsible for supplying all apparatus, equipment, labor, materials, means of transport, services and tools incidental or necessary to complete the Work.

2. **Term/Commencement Date and Liquidated Damages.**

- (a) **Contract Term.** This ongoing services contract is in effect for 3 years with Two (2) Three (3) year renewal options. At the time of any renewal, City Council may, but is not obligated to, authorize an increase in the Cost of Services listed in Exhibit “B” by a percentage not to exceed the then applicable annual percentage increase in the Consumer Price Index (CPI). The Work shall be continue on an ongoing basis as described in Exhibit A for the duration of the contract.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in **Exhibit “A”**, unless modified in writing by the City Manager. The City shall issue a written notice identifying the date and any modifications to the contract.

3. **Compensation and Payment.**

- (a) Contractor shall submit an invoice on a monthly basis based on the annual amount for services as depicted in **Exhibit B**.
- (b) Each application for payment shall include lien releases from all subcontractors and suppliers that my have provided subcontracted work during that period. If payment has been withheld from a subcontractor and/or supplier a sworn statement shall

state the reasons for the nonpayment. All partial payment requests shall be accompanied by consents of surety for each subcontractor and supplier.

- (c) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and within 15 calendar days the parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within 5 days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (d) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- (e) All payments shall only be from appropriations budgeted on an annual basis.

4. **Subcontractors.**

- (a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work.
- (b) Any subcontractors used on the Work must have the prior written approval of the City Manager and be properly licensed and insured in the same amounts as the Contractor.

5. **City's Responsibilities.**

- (a) Upon request, if available, the City shall furnish maps, plans, studies, reports and other information regarding anticipated field conditions readily available and in the City's possession.
- (b) The City shall arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- (a) Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that the Contractor's deliverables

are incorrect, defective or fail to conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the Work.

- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.
- (c) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (d) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72) hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.

7. **Termination.**

- (a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause.
- (b) Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work.
- (c) In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to the date of termination.
- (d) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data properly indexed and labeled pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from

the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- (a) Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold City liable for employee injury or claims.
- (a) Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- (d) The Contractor will add the City as an additional named insured on all insurance policies applicable to the Work under this Agreement. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Certificates of Insurance shall include the City as additional named insured. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

9. **Nondiscrimination.**

- (a) During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. **Agreement Documents.**

The Agreement Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Change Orders

Agreement

All Exhibits

Exhibits to the Agreement

Bid Documents (Addendum, Invitation to Bid/RFQ, Instructions to Bidders/Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE AGREEMENT DOCUMENTS.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- (a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- (b) In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. **Indemnification.**

- (a) **General Indemnity.** Contractor shall indemnify and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (iii) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or

employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.

- (b) Defense. In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor.
- (c) Specific Indemnity. Contractor shall indemnify and hold harmless the City for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the City, its officers, directors, agents, or employees arising from the Agreement or its performance. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the City or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The extent of the indemnification shall be limited to \$5,000,000 which the parties agree bears a reasonable commercial relationship to the contract. The monetary limitation on the extent of the indemnification provided to the City shall not be less than \$1 million per occurrence.
- (d) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.
- (e) Contractor's indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Section 768.28 *Florida Statutes*, as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Section and its subparts.
- (f) The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

- (a) Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Charles Lindsey, City Manager
9805 Overseas Highway
Marathon, Florida 33050

With a Copy to: David Migut, City Attorney
9805 Overseas Hwy
Marathon, FL 33050

For The Contractor: _____

14. **Governing Law.**

- (a) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Federal Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

- (a) This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- (b) No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order, in the form attached hereto as **Exhibit "C,"** or such other form as may be provided by City from time to time.

16. **Ownership and Access to Records and Audits.**

- (a) All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to

the City under this Agreement shall be the property of the City. The Records shall be properly indexed and labeled.

- (b) The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- (c) The City may terminate this Agreement for refusal by the Contractor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- (a) This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

18. **Severability.**

- (a) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

- (a) The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

- (a) The Contractor shall ensure that it, and all its subcontractors (at all tiers), comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

21. **Waiver.**

- (a) The failure of the City to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not

be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.**

- (a) Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts.**

- (a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

25. **Authorization to Sign Agreement.**

- (a) The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

26. **Non-Exclusive Agreement.**

- (a) The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

27. **Continuing the Work.**

- (a) Unless directed otherwise in writing by the City Manager, Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City.

28. **Changes In The Work.**

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Contract Price may only be changed by a written Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

29. **Compensation for Delay.**

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Agreement Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

30. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 1 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 1 19, Florida Statutes. If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at Cityclerk@ci.marathon.fl.us or 305-743-0033.

31. Amendment 6 to the Contract with Gonzalez Bros. Landscaping, dated September 12, 2017 is hereby rescinded upon approval of this agreement.

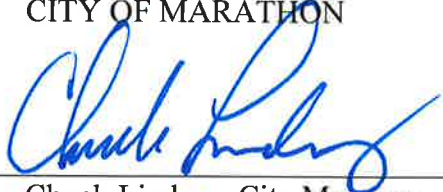
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF MARATHON



Diane Clavier, City Clerk

By: 

Chuck Lindsey, City Manager

Date: 5/9/18

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



David Migut, City Attorney

CONTRACTOR

By: 

Luis Gonzalez, President

Date: 5/15/18

EXHIBIT "A" SCOPE OF WORK

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete Landscape and Facilities Maintenance Services. Existing Facilities serviced include Marathon Community Park, Sombrero Beach Park, Coco Plum Beach Park, Rotary Park, and Jesse Hobbs Park, 33rd Street Boat Ramp, Oceanfront Park, Fire Station 14, and Fire Station 15.

Required Task: The following shall provide the minimum requirements for requested services.

1. Mowing

- a. All athletic turf shall be mowed on a regular basis, consisting of twice a week, during the growing season, and weekly during the non-growing season or as otherwise directed by the City.
- b. All athletic turf grass shall be mowed with a standard rotary reel mower, with a blade height between 1-2 inches. In any case, grass blades shall not be cut more than one third of the blade height.
- c. All grass clippings shall be removed from turf grass to avoid accumulation of mowing debris.
- d. Non-athletic grass shall be mowed on a weekly basis unless conditions warrant a more aggressive or lighter scheduled as directed by the City.
- e. Contractor is responsible to maintain the proper mowing equipment for the type of turf being maintained at no additional cost to the city.

2. Fertilization

- a. All Turf Arcas **March and September** 24-5-11 @ 5lbs. Per 1000 square feet; **May and July** 14-4-14 with insecticide @ 6lbs. Per 1000 square feet; **December** 21-0-0 @ 4.5 lbs. per 1000 square feet. Fertilizer to be completed and shall include microelements such as Mg, Mn, Cu, Zn, S, and Mo. The Contractor shall submit a fertilizer label to the City representative for approval prior to application. No changes or substitutions will be permitted unless approval of the City representative is secured. Add 2 additional applications per year.
- b. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of

the Contractor to determine specific needs and requirements and notify the City representative when these additional applications are needed and being executed.

- c. Fertilizers containing iron shall be removed from curbs, roads, walks, and driveways to avoid staining before the sprinklers are activated after application of the fertilizer.
- d. The complete fertilizers specified shall contain a combination of soluble nitrogen and W.I.N. nitrogen. Such fertilizer shall be watered in promptly after application.
- e. Provide one soil test sample per year in May to determine whether changes in the fertilizer pH or fertilizer formulations are indicated 6 tests is required the four fields at locations determined by the City. The test results shall be given to the City representative and the Monroe County Horticultural Agent for review. If it is determined, by the City representative after this review that the pH or fertilizer formulations should be changed, the City will so advise the Contractor in writing and the Contractor shall implement such change at the Contractor's expense within 2 weeks of receipt of said notice.
- f. The method of application of fertilizer shall be the responsibility of the Contractor. If any turf is badly damaged or killed by excessive fertilizer, the Contractor at its expense shall replace it.

3. Weed Control

- a. Annual grassy weeds shall be controlled by pre-emergent herbicides applied before seed germination begins. Additional weed control shall be applied when required by evidence of weed growth at no additional expense.
- b. No spraying for weeds in either type of turf may be done when there is any danger of winds causing a spray drift into surrounding plants.
- c. Weed control elsewhere than in turf. The Contractor shall keep all planted areas free of weeds at all times. This includes the bases of trees and shrubs, beds, and borders. In general, weeds shall be removed by hand from these areas. Chemicals, which may cause plant injury, decline or death, shall not be used. Granular Balan and Ronstar G under some circumstance may be used for pre-emergent control after weeds have been removed by hand.
- d. Mechanical treatment may be necessary when directed by the City representative.

4. Insect and Pest Control

- a. An insect and pest control program designed to prevent damage to turf and landscaping will be provided by the Contractor on an "as needed" basis or whenever requested by the City representative. Particular attention to damage by but not

limited to mole crickets, sod webworms, armyworms and chinch bugs will require that control programs be initiated promptly. Only a certified pest control operator may use restricted chemicals.

- b. Infestations by other insects and pests shall be controlled by chemicals approved by the City representative prior to their use. Amdro or a similar product as approved by the City may be used on fire ants, Diazinon, Talstar and Sevin Dust 80% WP shall be used when needed on other species of ants. Diazinon, Oftanol and Talstar are approved for use on chiggers, fleas, ticks, and other insects. Diazinon and Talstar may also be used on white grubs, billbugs, spittlebugs, millipedes, earwigs, and sowbugs. The earwig should not be sprayed, if possible, as it is a useful predator of lawn caterpillars. There are many chemical controls available. The Contractor may propose the use of other chemicals for approval by the City representative. All required applications shall be purchased at no additional cost to the City.
- c. Trees and Shrubs - When insects such as scales, stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf rollers, borers or others are detected and are reaching damaging levels on landscape plants, the Contractor shall apply the appropriate control measures. These may be general-purpose sprays or systemic insecticides and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. Whenever possible use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. Some plants will require repeated sprays to control scale or caterpillars. The Contractor shall plan for a minimum of two sprays for all plants as an average. All required applications shall be purchased at no additional cost to the City.

5. Disease control

- a. Since diseases are easier to prevent than control, the Contractor shall apply at least three sprays per year to all plants known to be susceptible to the most common disease such as; Brown Patch, Dollar Spot, Gray Leaf Spot, Ruse and Helmenthosporium of St. Augustine. Fungicides approved by the City representative shall be used by the Contractor include; Daconil, Fore, Terson 1991, Thiram, Terraclor, Dyrene and Terson LSR, and Contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. The City's representative shall be informed on all activities or problems. All treatments required shall be at no additional cost to the City.
- b. Tree and shrub fungicides shall be applied to assist in prevention of diseases on susceptible species. In some cases, sprays or injections will be applied to combat other living agents such as bacteria, viruses, micro plasmas, algae, nematodes, or viroids. The Contractor for the given situation shall use the best method of control. The most important consideration when combating disease is to have the spray on

the plant before infection takes place; most fungicides are protectants not eradicants.

- c. Diseases which commonly attack plants include; Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Thizonctonia Stem Rot, Sclerotonea Rot, and Southern Wilt. The Contractor shall apply preventative sprays such as Beomyl (Benlate), copper sulfate, or Daconil as protectant sprays on an "as needed" basis at no additional cost to the City.
- d. If diseases are diagnosed which have no known method of control, the City representative shall be notified promptly. If the disease is confirmed, the plant shall be removed and destroyed off site at no additional cost. All labor shall be the Contractor's responsibility. New plant material shall be paid by the City with prior approval. In some cases, the Contractor shall remove infected soil and replace with new soil before replacing the diseased plant.
- e. The Contractor shall assume full responsibility for spray damage to plants. The Contractor or its applicator shall be properly trained and licensed for commercial spraying. A photocopy of the applicator's license shall be provided. Disease of Sabals includes leaf scab, Phytophthora Bud Rot, Black Mildew, and Manganese. The Contractor shall take prompt action to control these conditions either by spraying with appropriate chemicals such as Copper sulfate, Zineb, Tru Ban, and Benlate or in the case of Manganese deficiency by either applying Manganese to the soil or applying it as a one percent foliar spray.

6. Shrubs, Trees, Palms, and Annuals Fertilization

- a. The Contractor shall fertilize all trees, palms, shrubs, ground covers and annuals to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- b. The number of fertilizer applications per year for shrubs, trees, and palms will normally be two (2) but annuals may require more applications as noted below.
- c. A complete acid fertilizer such as an 8-4-8 organic with micronutrients shall be applied in February and September and at such other times as required by the City. All required applications shall be at no additional cost to the City.
- d. Annuals - Apply 1 lb. Per 25 square feet of 14-12-14 analysis slow release every 3 months or as needed and follow at two-week intervals with the application of 20-20-20 liquid fertilizer, at rates directed by the manufacturer.
- e. Shrubs and Ground Covers- **May and November**; apply 1/2 lb. of 8-10-10 analysis fertilizer per plant.

- f. Medium Shrubs- **May and November**; Apply 3/4 - 1 lb. of 8-10-10 analysis fertilizer per plant.
- g. Large Shrubs- **May and November**, apply 1 3/4 - 2 lb. of 8-10-10 analysis fertilizer per plant.
- h. Distribution. The fertilizer shall be well scattered in an area from halfway between the stem and the drip line of the circumference. The fertilizer shall be distributed as evenly as possible by hand or by special mechanical applicator. The Contractor shall apply fertilizers to plants, which are turgid and shall water-in the fertilizer promptly and thoroughly after application. Fertilizer that lands on leaves shall be shaken off or hosed off leaves.
- i. Palms- **May and November**, apply a 13-3-13 analysis fertilizer at the rate of one pound per foot of clear trunk (5 to 10 pounds, maximum).
- j. Trees- **May and November**; Apply a 8-10-10 analysis fertilizer at the rate of 1 to 2 lbs. per inch of diameter for trees 6 inches or less and 2 to 4 lbs. per inch of diameter for trees 6 inches or more. Do not fertilize within 2 feet of the trunk of a small tree or within 4 feet of a trunk of a large tree.
- k. Distribution- The hole or punch-bar method is required for applying fertilizer to tree and palms. The holes should be as close to a foot deep as possible, one to two inches in diameter and two feet apart, expending about two feet past the drip line of the tree or palm. Fill holes with fertilizer after having established amount as herein before specified.
- l. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the City representative of the time and date that the Contractor will apply fertilizers

7. Pruning

- a. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species on a regular basis. The City representative may direct Contractor of additional pruning activities at no additional cost to the City.
- b. Pruning shall also include removal of trees, palms, shrubs, or ground covers that are dead, broken or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed. The City shall pay the Contractor any removed tree, palm shrub or ground cover.
- c. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal.

- d. Major pruning shall be done by the Contractor to shape individual plant species and/or to renew the vigor of the particular plant species.
- e. Prune all trees in January, in accordance with pruning standards for shade trees as prescribed by the National Arborists Association.
- f. Starting the week after the traditional Easter Holiday, trim all ornamental grasses (Fountain, Fakahatchee etc.) to the ground.
- g. Follow the completion of the ornamental grass pruning with pruning on Philodendrum, Pittosporum, Sea Grapes, Bouganvillia, Silver Buttonwood, Coco Plum, Jasmine, Liriope, and Purple Queen and other non-flowering shrub species. As soon as the major flowering of the Oleander species has been completed in late spring, any necessary required pruning should occur.
- h. Unless otherwise specified herein palms and related plants shall be pruned in August and early September. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescence shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescence) and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.
- i. An additional trim, to the ground, of the ornamental grass may be required in September.
- j. When major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the City subject to this Contract.
- k. Minor pruning shall occur throughout the year to keep individual plants within desired limits on an "as needed" basis.
- l. The Contractor shall prune vertical growth at a 45-degree angle. Branches shall be removed flush with the trunk.
- m. The Contractor is required to remove all pruned materials and debris from the site each day.
- n. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage.

8. Special Requirements

- a. All tree bracing systems shall be checked regularly and tightened or removed as needed.

- b. Mulch shall be replenished in November, February, May, and August, or at the City's request as it deteriorates, is blown, washed away, or becomes unsightly. Once mulch is replenished at any particular facility, the entire facility shall be replenished accordingly. Mulch shall be Grade "B" Non-Cypress mulch. Mulch shall be kept one foot away from the base of all trees and palm trunks and six inches away from the base of all shrub stems. The depth of mulch in no case shall be greater than a three inch depth. If mulch build up occurs greater than three inches in depth, the existing mulch shall be removed and the area re-mulched to the proper three inch depth.
- c. Seasonal Planting - All seasonal plantings shall be maintained by the Contractor in the following manner:
 - 1. Soil Bed Preparation
 - a. Remove all grass, weeds, stones, and other debris from seasonal color beds.
 - b. Treat all beds for nematodes with Clandosan (or approved equal). Apply accordingly to label directions.
 - c. Apply four pounds 8-4-8 acid fertilizer per 100 sq. feet of bed area. Spade, roto- till or otherwise mix well until uniform and level off.
 - d. Test soil PH. Soil pH needs to be 5.5 to 7.0, correct with sulfur to lower pH as needed.
 - 2. Plantings - Seasonal plantings are installed once per year. Plant material being installed shall be a minimum of 4 ½ " container and in a condition acceptable to the City.
 - 3. Fertilizing
 - a. Fertilizer shall be provided at planting, and as required to maintain healthy plant growth.
 - b. Soluble salts should be checked on a regular basis to ensure that roots will not be damaged by excessive fertilizer applications.
 - 4. Watering - Watering needs to be performed about as often as turf needs to be watered. Monitor for possible additional watering requirements.
 - 5. Weeding - Remove all weeds weekly so they do not compete for water and nutrients.

6. Insect and Disease Control - Check weekly for insects and possible disease, and follow through with the appropriate treatments.
- d. Trash removal and litter pick-up - The City will provide a dumpster for the disposal of trash and litter collected within the City's parks and boat launches. The dumpsters will be available at the Sombrero Beach Park, the City Marina and the Community Park.
- e. Special Functions:
 1. Clean up after scheduled City functions: Contractor shall remove excess trash, litter, remaining decorations and miscellaneous debris left after such event. The City Anticipates up to six (6) such events per year. In addition, the contractor shall provide a crew at Sombrero Beach during the 4th of July to maintain the restrooms and trash receptacles at the beach during the event and clean-up the following day.
 2. Skate Park Maintenance: Daily trash pick-up and litter removal, and blowing of skate park surfaces.
 3. Bathrooms at facilities noted to be clean shall be cleaned daily including toilets, sinks, floor, and all other aspects of the room to keep a clean and tidy appearance. Chlorine Bleach shall not be allowed on any metal or chrome fixtures. Contractor shall dry all facilities
 4. Garbage cans shall be emptied as noted in the particular facility. Contractor shall empty trash and replace trash bags. Cans shall be cleaned out at a minimum of once a month

The following listed facilities list depict the required services to be noted facility.

COMMUNITY PARK

(All supplies provided by Contractor unless otherwise noted)

- a. Open restrooms daily at 7:00 a.m. – Close at 10:00 p.m.
- b. Clean and restock restroom daily
- c. Blow tennis and basketball courts daily.
- d. Cut and vacuum grass on baseball fields and soccer fields twice weekly or as directed by the City.
- e. Fertilize baseball and soccer fields as indicated herein.
- f. Aerate and sand all athletic fields twice yearly.
- g. Maintain baseball foul line-paint on grass. Drag and line baseball fields four (4) times per week during baseball season, and adult softball season (may include Switlik field – will include additional linings as needed at Parks & Recreation request).
- h. Replenish Grade A clay on baseball field as needed. City to provide the clay.
- i. Paint bases as needed on baseball fields.

- j. Weed baseball and soccer fields continually.
- k. Weed all beds and trim trees. Remove dead trees as needed.
- l. Replace mulch as needed to maintain 3" depth in all beds.
- m. Blow all walkways daily to include dugouts, bleacher area, parking lots sidewalks and pathways.
- n. Blow playground and check for safety continually; notify City of any problems.
- o. Empty all garbage cans and recycle containers and provide new bags daily.
- p. Monitor and remove all invasive exotics from park.
- q. Walk park daily, identify ant beds and eliminate accordingly.
- r. Replenish sand in playground annually.
- s. Blow pavilions daily. Hose and bleach pavilions 2 times per month.
- t. Blow skate park daily.
- u. Clean up after any scheduled City functions.
- v. Keep dumpster area clean.
- w. Keep all irrigation access valve covers grass free.
- x. Check and replenish doggie refuse bags as needed.
- y. Remove coconuts from palm trees.
- z. Mow all grassed areas on a regular basis.
- aa. Grass clippings are to be collected during the mowing operation and removed from the areas mowed. Mulching type mowers are acceptable. However, clippings that are visible 24 hours after mowing are to be removed from turf areas.
- bb. Streets, parking lots, curbs, sidewalks, bike paths, plant beds, and borders shall be maintained free of grass clippings.
- cc. Mechanical edging of all turf grass areas next to curbs, streets, sidewalks, bike paths, beds, and borders shall be done at least every mowing to prevent grass encroachment. All obstacles are to be edged every other week throughout the year.
- dd. Chemical edging shall be permitted with City approval only.
- ee. Dirt, trash, and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the working day. Chemical treatment of curb road joints is permitted.
- ff. Replenish doggie refuse bags as needed.

SOMBRERO BEACH

(All supplies provided by Contractor unless otherwise noted)

- a. Clean and restock restrooms daily.
- b. Empty all garbage cans and recycle bins daily.
- c. Replenish doggie refuse bags as needed.
- d. Walk beach, parking areas (to include both sides of street) and pick up litter.
- e. Blow walkways, handicap areas, pavers, finger pier, dune crossovers, walkways and pavilions daily. Pick up debris.
- f. Spray parking lot for weeds twice monthly.
- g. Maintain all grass area-cut. Weed and edge all grass areas as required including residence at Sombrero Beach to prevent encroachment of grass.
- h. Maintain beach and park invasive exotic free.

- i. Remove coconuts from palms on beach. Sombrero Beach to be done between June 1 and June 15. Contractor is responsible for all equipment required and removal of debris at no additional cost to the City.
- j. Replace Cypress mulch to maintain 3" depth in all beds.
- k. Walk beach and pick up loose debris including cigarette butts.
- l. Fertilize quarterly per specifications.
- m. Visually check playground equipment at Sombrero Beach. Notify City of any deficiencies.
- n. Clean out bar-b-q grills including ground area in vicinity of grills.
- o. Replenish volleyball court with silica sand twice yearly. Sand to be approved by the City prior to delivery.
- p. Keep dumpster area clean.
- q. Provide additional services for July 4th celebration to include – hourly cleaning and restocking restrooms, continual trash hauling during event, final cleanup next morning (minimum 4 people)

COCO PLUM BEACH

(All supplies provided by Contractor unless otherwise noted)

- a. Daily locking and unlocking of park gates.
- b. Daily locking and unlocking the bathroom facility at dusk and dawn.
- c. Stocking and cleaning of restroom daily.
- d. Empty trash cans as needed on a daily basis.
- e. Blow pavilion, and parking area twice a week.
- f. Empty garbage can daily at end of Coco Plum Road.
- g. Replenish doggie refuse bags as needed.

ROTARY PARK

(All supplies provided by Contractor unless otherwise noted)

- a. Open and close park entrance and restrooms 7:00 a.m. to 7:00 p.m.
- b. Clean and restock restroom daily.
- c. Walk playground, Dog Park, and parking lot for litter daily.
- d. Empty garbage cans in park daily.
- e. Replenish doggie refuse bags as needed.
- f. Redistribute manufactured mulch under playground equipment weekly.
- g. Replenish sand box sand annually.
- h. Blow walkways, to include pavilions daily.
- i. Maintain park area mulch to a depth of 3".
- j. Maintain all grass areas cut to include R-O-W areas around park.
- k. Maintain parking lot free of weeds.
- l. Cut all trees and shrubs as needed.
- m. Perform weed control and insect control as needed.

JESSE HOBBS PARK

(All supplies provided by Contractor unless otherwise noted)

- a. Empty all garbage cans in parks daily.
- b. Spray parking lot for weeds and remove weeds from parking lot area.
- c. Walk parking lot, playground and park area and pick up debris daily.
- d. Maintain all grass area-cut including R-O-W areas around park.
- e. Replenish playground sand annually.
- f. Blow basketball court and handicapped parking area two (2) times per week.
- g. Trim all trees and shrubs as needed.
- h. Fertilize park as needed.
- i. Maintain mulch to a depth of 3".
- j. Lock, unlock, clean, and restock restrooms daily.
- k. Replenish doggie refuse bags as needed.

33rd STREET BOAT RAMP

(All supplies provided by Contractor unless otherwise noted)

- a. Daily locking and unlocking the 33rd Street Boat Ramp bathroom facility at dusk and dawn.
- b. Empty trash cans in vicinity of restroom building.
- c. Stocking and cleaning restroom daily.

OCEANFRONT PARK

(All supplies provided by Contractor unless otherwise noted)

- a. Daily locking and unlocking of park gates adjacent to the City Hall parking lot.
- b. Daily locking and unlocking the bathroom facility at dusk and dawn.
- c. Stocking and cleaning of restroom daily.
- d. Empty trash cans as needed on a daily basis.
- e. Blow all pavilions, boardwalks and decks twice a week.
- f. Replenish doggie refuse bags as needed.

AIRPORT FIRE STATION 14

(All supplies provided by Contractor unless otherwise noted)

- a. Mowing, weed eating, edging and blowing all areas on a bi-weekly basis
- b. Trimming all trees and shrubs as needed
- c. Weeding all planters and removing exotic invasive plants as required
- d. Trim all Sabal and Keys thatch palm trees as needed
- e. Add mulch as required

GRASSY KEY FIRE STATION 15

(All supplies provided by Contractor unless otherwise noted)

- a. Mowing, weed eating, edging and blowing all areas on a bi-weekly basis
- b. Trimming all trees and shrubs as needed

- c. Weeding all planters and removing exotic invasive plants as required
- d. Trim all Sabal and Keys thatch palm trees as needed
- e. Add mulch as required

EXHIBIT "B" COMPENSATION

TABLE A - Cost of Services

Facility	Annual cost
Community Park	\$ 147,850 ⁰⁰
Sombrero Beach	\$ 84,800 ⁰⁰
Coco Plum Beach	\$ 30,000 ⁰⁰
Rotary Park	\$ 52,000 ⁰⁰
Jessie Hobbs Park	\$ 35,000 ⁰⁰
33rd Street Boat Ramp	\$ 18,000 ⁰⁰
Oceanfront Park	\$ 26,000 ⁰⁰
Fire Station 14 (Airport)	\$ 8,400 ⁰⁰
Fire Station 15 (Grassy Key)	\$ 6,000 ⁰⁰
Yearly Total Contract Amount	\$ 408,050 ⁰⁰
Hourly Rate 3 Man Crew	\$ 75 ⁰⁰