



PORT ORANGE CITY COUNCIL WORKSHOP

Council Chambers

Tuesday, January 23, 2018 @ 6:30 PM

WORKSHOP AGENDA

Pursuant to Section 3.06 of the Charter of the City of Port Orange, the Mayor has called a **Workshop** of the City Council to be held for the following purposes:

OPENING

1. Silent Invocation
2. Pledge of Allegiance
3. Roll Call

DISCUSSION ITEMS

4. Yellowstone Landscape-Southeast, LLC Report
5. Fire Assessment Presentation
6. Team Volusia Quarterly Report from Keith Norden
7. Five year model prediction
8. Financial Report - December 2017

ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE

THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/23/2018

Consent item: No

SUBJECT: (4) Yellowstone Landscape-Southeast, LLC Report

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION:

SUMMARY: On April 4, 2016, Council approved the Standard Contract for Services with Yellowstone Landscape-Southeast, LLC for Professional Landscape Services for Scope C of BID No. 16-04 for Rights of Way Maintenance Levels. The total amount of the contract is not to exceed \$533,076 for each annual term. The contract is effective until April 4, 2018 with two (2) optional one-year renewal periods.

On August 29, 2017, Council approved the Standard Contract for Services with Yellowstone Landscape-Southeast, LLC for Professional Landscape maintenance for Retention Ponds and Palm Tree Trimming as outlined in the scope of work for BID No. 17-24. The total amount of the contract is not to exceed \$116,189 for each annual term. The contract is effective until July 27, 2019 with the option of two (2) one-year periods with written agreement of both parties and appropriation by City Council.

(Please see attached contracts for reference.)

Council approved both contracts and asked Yellowstone to provide quarterly updates to council on performance and any issues with the contract.

Project No.: Funding Account No.: 001-4300-541-34-20
001-4300-541-34-20
412-1800-541-34-20
001-4400-572-34-14

ATTACHMENTS:

1.	CA5812-Yellowstone Contract-Palm Trees & Retention	Yellowstone Contract 2017 (002)-Palm Trees & Retention Ponds.pdf
2.	CA5316-Yellowstone Contract-Rights of Way, and Retention Ponds	Yellowstone Landscape BID16-04 CA5316 4.3.18.pdf

Robin Fenwick	Created/Initiated - 12/18/2017
Alyssa Parnell	Approved - 12/22/2017
Ronny Buttrum	Approved - 12/22/2017
Lynn Stevens	Approved - 01/05/2018
Jake Johansson	Approved - 01/05/2018
Robin Fenwick	Final Approval - 01/05/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 29 day of August, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Base Bid Professional Landscape Maintenance Services for Retention Ponds, Alternate 1 - Retention Ponds, and portions of Alternate 2 - Palm Tree Trimming, which shall include: all Right of Way portion (items 22 through 42 of the bid), and items 1, 4, 5, 7, 9 through 14, as more specifically described in the scope of ITB 17-24, and Contractor's proposal, attached hereto as Exhibit "1." A complete copy of ITB 17-24, and the Contractor's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, this Contract shall be effective July 27, 2017 and shall continue for a period of two (2) years thereafter (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: The work shall be performed for the listed sites shown in the Contract documents and in Exhibit "1", in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Lane closures shall be in compliance with the Florida Department of Transportation ("FDOT") regulations for all FDOT roads maintained by Contractor.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed One Hundred Sixteen Thousand One Hundred Eighty-Nine and 00/100 Dollars (\$116,189.00) per Fiscal Year. The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. Contractor hereby acknowledges Contract performance requirements as set forth in Addendum No. 1 of BID No. 16-04.

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Interim Director of Public Works, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐	Officer(s) Exemption	Documentation Required for Exemption: (must be attached to Purchase Order) ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	☐ If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	

☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$ _____, unless otherwise required by law.		

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the

performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Interim Director of Public Works
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape
Attention: Time Portland, Manager
3235 North State Street
Bunnell, Florida 32110
(386) 248-3298 – Telephone
bcritcher@yellowstonelandscape.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:



Printed Name: CONNOR SMITH



Printed Name: Jessica Powell

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC.
d/b/a YELLOWSTONE LANDSCAPE

By: 
Tim Portland, Manager

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 7/27/17

STATE OF FLORIDA
COUNTY OF FLAGLER

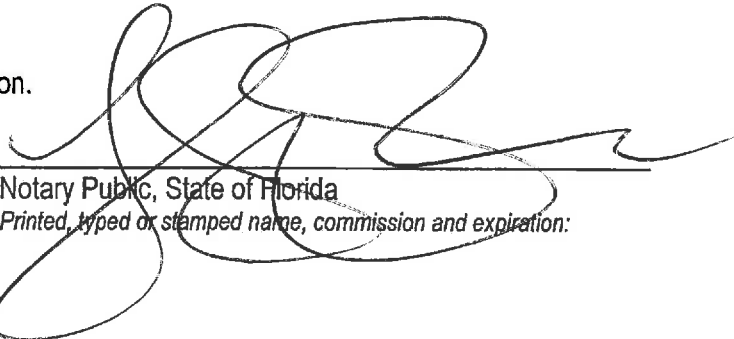
The foregoing instrument was acknowledged before me this 27 day of July, 2017, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape a Florida limited liability corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.



L. SAMANTHA PINZON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF179072
Expires 12/1/2018



Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Kiley Provenzano
Printed Name: Kiley Provenzano

Michelle Cusella
Printed Name: Michelle Cusella

By: Donald O. Burnette
Donald O. Burnette, Mayor

Date: 8/29/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of Aug, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



MICHELLE L. CUSELLA
Commission # GG 115299
Expires June 15, 2021
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Kiley Provenzano
Printed Name: Kiley Provenzano

Michelle Cusella
Printed Name: Michelle Cusella

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: 8/29/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of Aug, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



MICHELLE L. CUSELLA
Commission # GG 115299
Expires June 15, 2021
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE
RETENTION PONDS MAINTENANCE LEVELS
Class "D" Maintenance
ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

Yellowstone Landscape

CONTACT PERSON:

Barry Critcher

EMAIL ADDRESS:

bcritcher@yellowstonelandscape.com

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	SQUARE FOOTAGE	AC INCHES	PER MOW	NUMBER OF MOWS PER YEAR	TOTAL ANNUAL MOWING COST	MULCH COST PER APPLICATION	TOTAL ANNUAL COST ALL APPLICATIONS
BASE BID 1-23								
1	Commonwealth Boulevard Retention Pond	30,468	0.7	\$ 30.50	24	\$ 762.00	\$ 216.00	\$ 947.00
2	Frederick Avenue Retention Pond	95,931	2.2	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
3	Westridge Avenue Retention Pond	42,821	0.98	\$ 122.00	24	\$ 2,928.00	\$ 480.00	\$ 3,358.00
4	Farnbrook Road Retention Pond	47,000	1.08	\$ 91.50	24	\$ 2,198.00	\$ 301.00	\$ 2,497.00
5	Nova Road Retention Pond #1	60,040	1.38	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
6	Nova Road Retention Pond #2	90,125	2.07	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
9	Nova Road Retention Pond #5	65,075	1.48	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
10	Whippoorwill Drive Retention Pond	61,346	1.41	\$ 91.50	24	\$ 2,198.00	N/A	\$ 2,198.00
11	Devon Street Retention Pond	47,080	1.08	\$ 91.50	24	\$ 2,198.00	N/A	\$ 2,198.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	\$ 61.00	24	\$ 1,484.00	N/A	\$ 1,484.00
13	Taylor Woods Retention Pond	125,550	2.89	\$ 274.50	24	\$ 6,588.00	N/A	\$ 6,588.00
14	Nixon Lane	28,220	0.80	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
15	Tompkins Drive Retention Pond	40,318	0.93	\$ 91.50	24	\$ 2,198.00	N/A	\$ 2,198.00
16	Squirrel Nest Lane Retention Pond	20,000	0.48	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
17	Canal View Boulevard Retention Pond	68,874	1.51	\$ 152.50	24	\$ 3,660.00	N/A	\$ 3,660.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
19	Causeway Retention Ponds (east end) (2 Ponds)	28,310	0.8	\$ 91.50	24	\$ 2,198.00	N/A	\$ 2,198.00
20	Causeway Retention Pond (west end)	4,784	0.11	\$ -	24	\$ -	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24	\$ 305.00	24	\$ 7,320.00	N/A	\$ 7,320.00
22	Spruce Creek Estates Swale Areas (2)	58,180	1.33	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
23	Public Utilities Easement	15,210	0.35	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
TOTAL BASE BID ITEMS 1-23								\$ 68,834.00
24	Baywood Retention Pond	18,000	0.37	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,820	0.43	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
26	Viking Drive Retention Pond	11,400	0.28	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
27	Stillwood Court Retention Pond (2 Ponds)	22,860	0.82	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
28	Ana Maria Retention Pond and Ditch	13,800	0.32	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
29	Miles Drive Retention Pond	58,750	1.30	\$ 91.50	24	\$ 2,198.00	N/A	\$ 2,198.00
30	6088 Orange Blvd. Retention Pond	18,260	0.42	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
RETENTION PONDS ALTERNATE BID No. 1 ITEMS 24-30								\$ 6,588.00

ATTACHMENT 2 BID ALTERNATE No.2 PROPOSAL SCHEDULE OF UNIT PRICING



**CITY OF PORT ORANGE
PALM TREE TRIMMING**

ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	critcher@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	SITE DESCRIPTION	TYPES OF PALMS	NUMBER OF PALMS	NUMBER OF PRUNING TIMES PER YEAR	TOTAL ANNUAL COST
FACILITIES					
1	City Hall Complex (City Center)	Cabbage Palms	50	1	\$ 1,220.00
2	Gymnasium Site	Sable Palm	17	1	N/A
3	Amphitheater/Lakeside Community Center Site	Sable Palm	15	1	N/A
4	City Center Dr. & Old Police Department Site	Washingtonia	3	1	\$ 79.00
5	City Center Dr. & Old Police Department Site	Madjool Palms	2	2	\$ 122.00
6	City Center Sports Complex	Sable Palm	100	1	N/A
7	Public Works Facility Site	Cabbage Palms	23	1	\$ 584.00
8	Adult Activity Center Site	Sable Palm	8	1	N/A
9	Fire Station #71 Site	Cabbage Palms	3	1	\$ 76.00
10	Fire Station #71 Site	Washingtonia	5	1	\$ 132.00
11	Fire Station #72 Site	Cabbage Palms	11	1	\$ 280.00
12	Fire Station #75 Site	Cabbage Palms	24	1	\$ 610.00
13	Police Department Site	Madjool Palms	1	2	\$ 61.00
14	Causeway Park	Sable Palm	351	2	\$ 17,840.00
15	Riverside Park/Chamber of Commerce	Sable Palm	41	1	N/A
16	Spruce Creek Recreational Facility	Sable Palm	67	1	N/A
17	Airport Road Park	Washingtonia	19	1	N/A
Facilities Total Trees			740		
Right Of Way					
22	Causeway and High Rise Bridge (Center Medians)	Cabbage Palms	41	1	\$ 1,042.00
23	Causeway and High Rise Bridge (Southwest ROW)	Cabbage Palms	62	1	\$ 1,576.00
24	Causeway and High Rise Bridge (Northwest ROW)	Cabbage Palms	102	1	\$ 2,592.00
25	Causeway and High Rise Bridge (Northwest ROW)	Washingtonia	13	1	\$ 344.00
26	Causeway and High Rise Bridge (Northwest ROW)	Madjool Palms	3	2	\$ 183.00
27	Ridgewood Avenue Medians	Cabbage Palms	19	1	\$ 483.00
28	Ridgewood Avenue Medians	Madjool Palms	7	2	\$ 427.00
29	Dunlawton Avenue Medians	Washingtonia	86	1	\$ 2,273.00
30	Dunlawton Avenue Medians	Madjool Palms	3	2	\$ 183.00
31	Nova Road Medians	Cabbage Palms	18	1	\$ 457.00
32	Nova Road Medians	Madjool Palms	24	2	\$ 1,464.00
33	Hockney Court	Cabbage Palms	12	1	\$ 305.00
34	Hockney Court	Madjool Palms	2	2	\$ 122.00
35	Town West Boulevard Medians	Washingtonia	131	1	\$ 3,462.00
36	Coraci Boulevard Medians	Washingtonia	45	1	\$ 1,189.00
37	McGinnis Avenue Medians	Washingtonia	81	1	\$ 2,141.00
38	Tree Garden Drive Median	Cabbage Palms	9	1	\$ 229.00
39	Tree Garden Drive Median	Madjool Palms	9	2	\$ 549.00
40	Wiltshire Boulevard Medians	Cabbage Palms	23	1	\$ 584.00
41	Coral Way Medians	Cabbage Palms	12	1	\$ 305.00
42	Willow Run Blvd	Washingtonia	2	1	\$ 53.00
Right Of Way Total Trees			704		
ALTERNATE #2 TOTAL Bid					\$ 40,967.00

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed proposals Professional Landscaping Maintenance Service for the retention ponds.

SCOPE OF WORK:

Professional Landscaping Maintenance Service **Retention Ponds**

STATEMENT OF RESPONSIBILITIES: The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. The contractor awarded the bid shall be responsible for all maintenance required in each respective retention pond area. It is highly recommended that any contractor submitting a bid personally visit each site prior to submitting a bid. Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.

Class "D" Maintenance Level

A total of twenty-four (24) visit shall be provided annually. All twenty-four (24) shall be scheduled at the rate of two (2) visits per month.

The contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscaping areas, and shorelines. This includes, but is not limited to, paper, bottles, cans, palm fronds, and tree limbs from all sites covered in this bid document. The contractor is responsible for disposal of trash and debris in accordance with all federal, state, local laws, rules, and regulations.

All turfgrass areas shall be mowed as specified in this document. No more that one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise directed by the City. The minimum turfgrass mowing height shall be as follows: St. Augustine – 2.5 inches Argentine Bahia – 3 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to, roadways, driveways, curbs, parking areas, walkways, fences, plant beds, and tree wells so that no grass, ground covers or weeds are left extending beyond or over the surfaces being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURFGRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turfgrass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible for removing all crisscrossed, dead, or broken branches and the Contractor shall remove all sucker growth that occurs between the root-ball and the bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turfgrasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalks areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The Contractor will be responsible for notifying the City to determine if a replacement is necessary.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Equipment shall have the name of the Contractor, business telephone

number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze-damaged plant material shall have the dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible for replacing all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for a plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes, and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, the contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause

not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from the site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. The City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

ALTERNATE BID # 2 - PALM TREE PRUNING

PALM TREES: Contractor shall be responsible for pruning all palm trees at the sites as listed in Bid Alternate No. 2 Spreadsheet.

EXHIBIT “2”

(Consisting of 3 pages)

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Yellowstone Landscape-South East, LLC d/b/a Yellowstone Landscape
Principal Business Address: 3235 North State Street
Bunnell, Florida 32110
Contact Person: Tim Portland, Manager
Phone Number: (386) 248-3298

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$122,992.00

**City Case/ ITB 17-24 Professional Landscape Maintenance Service
for the Retention Ponds**

Description of Work: ITB 17-24 Professional Landscape Maintenance Service for the Retention Ponds

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified in
ITB No. 17-24

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape

ITB 17-24 Professional Landscape Maintenance Service for the Retention Ponds

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Yellowstone Landscape Southeast, LLC d/b/a Yellowstone Landscape**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$122,992.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2017, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services for the Retention Ponds, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2017.

Attest:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
d/b/a YELLOWSTONE LANDSCAPE
(Principal)

(As to Corporate Principal) Secretary

By: _____
Tim Portland, Manager

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 4 day of April, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Professional Landscape Maintenance Services for Scope C: Rights - Rights of Way Maintenance Levels, which shall include Class "A," Class "C," and Class "D," as more specifically described in BID No. 16-04, Addendums, and Yellowstone Landscape-Southeast, LLC proposal, attached hereto as Exhibit "1."
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: As outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Five Hundred Thirty-Three Thousand Seventy-Six and 00/100 Dollars (\$533,076.00) for the annual term and as otherwise provided herein. City reserves the right to suspend this Contract during construction within the median pursuant to Addendum No. 2 and Contractor agrees to a deductive change order consistent herewith. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. Contractor hereby acknowledges Contract performance requirements as set forth in Addendum No. 1 of BID No. 16-04.

3. Contract Documents. The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Limits: Builders Risk. <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability — <u>Limits:</u> (Errors & Omissions)	Coverage — \$1,000,000 minimum	

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have

been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless

set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Yellowstone Landscape-Southeast, LLC Attention: Time Portland, Manager 3235 North State Street Bunnell, Florida 32110 (386) 248-3298 – Telephone bcritcher@yellowstonelandscape.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name:

William M. Seller

Printed Name:

BRIAN K. MARTIN

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 30th day of March, 2016, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC a Florida limited liability corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.



ORNELA C. PERRI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF111636
Expires 1/5/2018

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC.

By:

Tim Portland, Manager

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date:

March 30, 2016

Ornela C. Perri
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate
Printed Name: Barbara J. Abbate

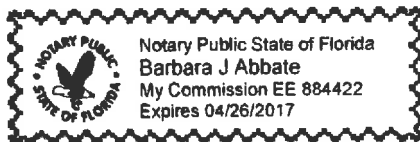
By: Allen Green
Allen Green, Mayor

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 4/4/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of April, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Witnesses:

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

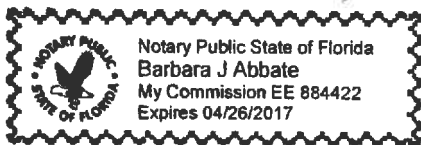
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 4/4/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of April, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5316]



"ATTACHMENT A" - REVISED PER ADDENDUM NO. 2
BID FORM - SCOPE C - RIGHTS OF WAY MAINTENANCE LEVELS (02-08-16)
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES
ITB# 16-04

Completed "Attachment A" from MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save Attachment to your computer.
Fill in pricing in highlighted cells, preferable electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Yellowstone Landscape
CONTACT PERSON: Barry Clither
EMAIL ADDRESS: bclither@yellowstonelandscape.com

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "A" Maintenance

MOWING										TURF MAINTENANCE					TREE & SHRUB MAINTENANCE				PALM TREES																																																																																																																																																																																																																																																																																																																																	
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	Estimated Quantities Cubic yards	MULCH	GRANULAR FERTILIZER			PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER			PESTICIDE TREATMENT	HERBICIDE TREATMENT	TOTAL ANNUAL COST	NUMBER OF TIMES PER YEAR	COST PER APPLICATION	TOTAL ANNUAL COST	NUMBER OF TIMES PER YEAR	COST PER APPLICATION	TOTAL ANNUAL COST	Total Annual Cost ALL APPLICATIONS																																																																																																																																																																																																																																																																																																																								
								Total	Mows Per Year	TOTAL ANNUAL COST						Number of Time Per Year	COST PER APPLICATION	TOTAL ANNUAL COST											Annual Cost	1X PER YEAR	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost	TOTAL ANNUAL COST	Annual Cost

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "C" Maintenance

MOWING										TURF MAINTENANCE						TREE & SHRUB MAINTENANCE				PALM TREES			
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mow Per Year	TOTAL ANNUAL COST	MULCH		GRANULAR FERTILIZER			PESTICIDE TREATMENT	HERBICIDE TREATMENT	TOTAL ANNUAL COST	3X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT	HERBICIDE TREATMENT	TOTAL ANNUAL COST	COST PER APPLICATION	NUMBER OF TIMES PER YEAR	Fertilizer TOTAL ANNUAL COST	Total Annual Cost ALL APPLICATIONS		
						Estimated Quantities Cubic Yards	COST PER APPLICATION	COST PER APPLICATION	NUMBER OF TIMES PER YEAR	Granular Fertilization TOTAL ANNUAL COST													
9 Williamson Boulevard Medians	154,138	3.54	\$ 286.00	32	\$ 9,352.00	N/A	N/A	N/A	2	\$ 1,665.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 10,818.00		
10 Williamson Boulevard Roadside	705,673	16.2	\$ 595.00	32	\$ 17,220.00	N/A	N/A	N/A	2	\$ 276.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 17,496.00		
11 Airport Road Medians	75,580	0.59	\$ 102.00	32	\$ 3,456.00	N/A	N/A	N/A	2	\$ 16.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3,472.00		
22 Airport Road Roadside	167,810	3.84	\$ 321.00	32	\$ 10,272.00	N/A	N/A	N/A	2	\$ 32.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 10,304.00		
24 Summer Street Road Extension Medians	2,850	0.07	\$ 36.00	32	\$ 1,152.00	N/A	N/A	N/A	2	\$ 465.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,617.00		
34 Summer Street Road Extension Roadside	83,900	1.93	\$ 188.00	32	\$ 7,456.00	N/A	N/A	N/A	2	\$ 990.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 8,446.00		
35 Town West Boulevard Medians	92,095	2.13	\$ 223.00	32	\$ 7,456.00	N/A	N/A	N/A	2	\$ 252.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 7,708.00		
36 Town West Boulevard Roadside	481,310	11.06	\$ 680.00	32	\$ 15,680.00	N/A	N/A	N/A	2	\$ 38.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 15,718.00		
37 Coral Boulevard Roadside	27,215	0.58	\$ 108.00	32	\$ 3,456.00	N/A	N/A	N/A	2	\$ 31.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3,487.00		
18 Coral Boulevard Roadside	129,600	2.98	\$ 214.00	32	\$ 6,480.00	N/A	N/A	N/A	2	\$ 128.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 6,608.00		
19 McGinnis Avenue Medians	19,635	0.45	\$ 72.00	32	\$ 2,904.00	N/A	N/A	N/A	2	\$ 23.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 2,927.00		
20 McGinnis Avenue Roadside	94,705	2.16	\$ 109.00	32	\$ 4,272.00	N/A	N/A	N/A	2	\$ 430.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,702.00		
21 Willow Run Boulevard Medians	11,410	0.26	\$ 34.00	32	\$ 1,228.00	N/A	N/A	N/A	2	\$ 96.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,324.00		
22 Willow Run Boulevard Roadside	838,720	19.25	\$ 879.00	32	\$ 28,000.00	N/A	N/A	N/A	2	\$ 358.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 28,358.00		
23 Peninsula Drive	15,000	0.34	\$ 36.00	32	\$ 1,228.00	N/A	N/A	N/A	2	\$ 96.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,324.00		
24 Hills Boulevard	1,957	0.04	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 96.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,428.00		
25 Fitzgerald Street Medians	9,072	0.21	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 96.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,428.00		
26 Conrad Street Medians	9,960	0.23	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 96.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,428.00		
27 Robert Street Medians	5,878	0.09	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 96.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,428.00		
28 Tron Garden Drive Medians	7,250	0.17	\$ 54.00	32	\$ 1,728.00	N/A	N/A	N/A	2	\$ 5,461.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 2,183.00		
29 Wilshire Boulevard Medians	2,436	0.07	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,353.00		
30 Countryside Drive Medians	39,061	0.87	\$ 45.00	32	\$ 4,080.00	N/A	N/A	N/A	2	\$ 31.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,111.00		
31 Margaret Drive Medians	27,292	0.63	\$ 62.00	32	\$ 3,984.00	N/A	N/A	N/A	2	\$ 29.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,013.00		
32 Kingswood Way Medians	8,700	0.2	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 57.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,390.00		
33 Sugar House Boulevard Medians	6,360	0.14	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 29.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,361.00		
34 Coral Way Medians	2,500	0.06	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 29.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,361.00		
35 146 Circle Medians	400	0.01	\$ 36.00	32	\$ 1,332.00	N/A	N/A	N/A	2	\$ 29.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,361.00		
Grand Total (Line Items 9-35)																		\$		\$ 169,352.00			

Note: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

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SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "D" Maintenance

Class "D" Maintenance																		
MOWING					TURF MAINTENANCE					TREE & SHRUB MAINTENANCE				PALM TREE MAINTENANCE				
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total MOWS Per Year	TOTAL ANNUAL COST	Estimated Quantities Cubic yards	MULCH	COST PER APPLICATION	COST PER APPLICATION	GRANULAR FERTILIZER		PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER "PALM SPECIAL"	
										NUMBER OF TIMES PER YEAR	NUMBER OF TIMES PER YEAR							TOTAL ANNUAL COST
36 Taylor Road	233,277	5.35	\$ 1,071.00	24	\$ 25,704.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
37 Spruce Creek Road	558,400	12.81	\$ 714.00	24	\$ 17,136.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
38 Madeline Avenue	609,850	14	\$ 633.00	24	\$ 20,136.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39 Canal View Boulevard	145,050	3.33	\$ 250.00	24	\$ 6,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
40 Central Park Boulevard	295,396	6.78	\$ 428.00	24	\$ 10,272.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
41 Clyde Morris Boulevard	203,940	4.68	\$ 321.00	24	\$ 7,704.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
42 Henkel Road	97,435	2.24	\$ 214.00	24	\$ 5,136.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
43 Yorktown Boulevard Median	1,299	0.03	\$ -	24	\$ -	10	\$ 430.00	N/A	N/A	N/A	N/A	N/A	N/A	\$ 11.00	\$ 13.00	\$ 15.00	N/A	N/A
44 Yorktown Boulevard Roadside	207,520	4.76	\$ 250.00	24	\$ 6,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
45 Avon Court Triangle Median	2,500	0.06	\$ 35.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
46 Harbert Street	155,631	3.57	\$ 268.00	24	\$ 6,432.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47 Train Depot Building (Harbert Street)	41,725	0.95	\$ 143.00	24	\$ 2,432.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
48 Commonwealth Boulevard	41,285	0.95	\$ 108.00	24	\$ 2,592.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
49 Oak Street	33,678	0.77	\$ 83.00	24	\$ 2,136.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
50 Jackson Street	20,698	0.47	\$ 108.00	24	\$ 2,592.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
51 Victoria Gardens Boulevard Median	1,240	0.03	\$ -	24	\$ -	20	\$ 850.00	N/A	N/A	N/A	N/A	N/A	N/A	\$ 11.00	\$ 10.00	\$ 35.00	N/A	N/A
52 Victoria Gardens Boulevard Roadside	28,510	0.65	\$ 143.00	24	\$ 3,432.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
53 Sweetwater Boulevard	23,010	0.53	\$ 89.00	24	\$ 2,136.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
54 Stewart Avenue	12,550	0.29	\$ 54.00	24	\$ 1,296.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55 Hidden Lake Drive	17,716	0.39	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
56 Old Hammock Road	14,268	0.33	\$ 72.00	24	\$ 1,718.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
57 Pepper Hill Road	6,779	0.16	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
58 Highpoint Drive	8,000	0.18	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
59 Renner Road	4,272	0.11	\$ 108.00	24	\$ 2,592.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
60 Dailford Road	7,225	0.17	\$ 40.00	24	\$ 2,592.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
61 Gladys Street	4,610	0.11	\$ 72.00	24	\$ 1,728.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
62 Newton Road	6,336	0.15	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63 Bay Ridge Lane Median	9,184	0.21	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grand Total (Line Items 36-63)															\$ 137,346.00			

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

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REVISED

SECTION 00090

SPECIFICATIONS

Professional Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

MAINTENANCE CLASSES: The City has designated each location within this bid as a "class." The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid*. **Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.**

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

Rights-of-Way, Facilities and Retention Ponds

Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-nine (29) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "B" Maintenance

Number of Site Visits: A total of thirty-six (36) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-six (26) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "C" Maintenance

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1st thru October 31st. The final nine (9) visits start November 1st thru March 31st.

Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1st and December 31st.

The following maintenance activities shall occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,

decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROWDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

FERTILIZATION, DISEASE AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

TURF GRASS FERTILIZATION: St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUND COVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

DISEASE & INSECT CONTROL: Contractor shall be responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

HERBICIDES: Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SCOPE A – FACILITIES MAINTENANCE LEVELS: Class "A", Class "B", and Class "C" maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE B – RETENTION PONDS MAINTENANCE LEVELS: Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS: Class "A", Class "C", and Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE D – WELLFIELD SITE MAINTENANCE: Class "E", Class "F", Class "G", and Class "H" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

City's Well Fields

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

Access is restricted based on U.S. Department of Homeland Security requirements. Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

Class "E" Maintenance

Number of Visits: A total of eighteen (18) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twelve (12) visits of the season start April 1st thru October 31st the final six (6) visits start November 1st thru March 31st.

Class "F" Maintenance

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twelve (12) visits of the season start April 1st thru October 31st.

Class "G" Maintenance

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

Class "H" Maintenance

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

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SECTION 95
SCHEDULE OF UNIT PRICES

TURF MAINTENANCE

NOTE: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RETENTION PONDS MAINTENANCE LEVELS

Turf Maintenance										Tree & Shrub Maintenance										Palm Trees		Total Annual Cost	All Applications
NAME	SQUARE FOOTAGE	ACRES	COST PER MOU	Number of MOUs Per Year	MULCH		GRANULAR FERTILIZER		Turf Granular Fert.	PESTICIDE TREATMENT		HERBICIDE TREATMENT		FERTILIZER 1X PER YEAR		HERBICIDE TREATMENT		FERTILIZER 2X PER YEAR		PALM SPECIAL "FERTILIZER"			
					APPLICATION	COST PER	APPLICATION	COST PER		ANNUAL COST	TOTAL	ANNUAL COST	TOTAL	ANNUAL COST	TOTAL	ANNUAL COST	TOTAL	ANNUAL COST	TOTAL		ANNUAL COST		
1 Commonwealth Boulevard Retention Pond	30,488	0.7		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
2 Frederick Avenue Retention Pond	55,931	2.2		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
3 Westridge Avenue Retention Pond	42,821	0.98		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
4 Farmbrook Road Retention Pond	47,000	1.08		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
5 Nova Road Retention Pond #1	60,040	1.38		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
6 Nova Road Retention Pond #2	90,125	2.07		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
7 Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
8 Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
9 Nova Road Retention Pond #5	65,075	1.49		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
10 Whippoorwill Drive Retention Pond	61,348	1.41		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
11 Devon Street Retention Pond	47,060	1.08		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
12 Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
13 Tumblebrook Drive Retention Pond	125,550	2.88		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
14 Harms Way Retention Pond	25,000	0.57		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
15 Tompkins Drive Retention Pond	40,316	0.93		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
16 Squirrel Next Lane Retention Pond	20,000	0.45		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
17 Canal View Boulevard Retention Pond	65,574	1.51		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
18 Ruth Street Retention Ponds (3 Ponds)	119,520	2.74		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
19 Causeway Retention Ponds (east end) (2 Ponds)	76,310	0.6		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
20 Causeway Retention Pond (west end)	4,784	0.11		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
21 Cambridge Pump Station Retention Pond	228,900	5.24		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
22 Spruce Creek Estates Swale Areas (2)	59,160	1.33		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
23 Public Utilities Easement	15,210	0.35		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
GRAND TOTAL																					N/A		

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Class "A" Maintenance

Turf Maintenance Scope C																	Tree & Shrub Maintenance				Palm Trees										
Road Name	Square Footage	Acres	Cost Per Mow	Total Mows Per Year*	Total Annual Cost	Mulch Application	Granular Fertilizer 2X Per Year	Turf Granular Fertilization	Pesticide Treatment	Herbicide Treatment	Granular Fertilizer 1X Per Year	Pesticide Treatment	Herbicide Treatment	Granular Fertilizer "Palm Special" 2X Per Year	Palm Trees Fertilizer	Total Annual Cost	All Applications														
																		Application	Cost Per Application	Annual Cost	Total Annual Cost	Annual Cost	Total Annual Cost	Annual Cost	Total Annual Cost	Annual Cost	Total Annual Cost	Application	Cost Per Application	Annual Cost	Total Annual Cost
1 Causeway and High Rise Bridge	32,427	0.72		39																											
2 Ridgewood Avenue Medians	140,852	3.23		39																											
3 Ridgewood Avenue Roadsid es	76,910	1.81		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
4 Dunlawton Avenue Medians	338,744	7.78		39																											
5 Dunlawton Avenue Roadsides	791,044	18.16		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
6 Nova Road Medians	90,108	2.07		39																											
7 Nova Road Roadsides	404,895	9.26		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
8 Hickney Court	69,200	1.44		39																											
																	Grand Total														

Note: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

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EXHIBIT "1"

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

TREE & SHRUB MAINTENANCE

Class "C" Maintenance

PALM TREES

ROAD NAME	SQUARE FOOTAGE ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	TURF MAINTENANCE			TREE & SHRUB MAINTENANCE			PALM TREES			Total Annual Cost
						GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 1X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	
9 Williamson Boulevard Medians	154,138	3.54	32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
10 Williamson Boulevard Roadside	705,673	16.2	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
11 Airport Road Medians	25,590	0.59	32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
22 Airport Road Roadside	167,810	3.54	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23 Summer Trees Road Extension Medians	2,850	0.07	32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
14 Summer Trees Road Extension Roadside	83,900	1.93	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
15 Town West Boulevard Medians	97,095	2.11	32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
16 Town West Boulevard Roadside	481,310	11.05	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17 Coral Boulevard Medians	25,215	0.58	32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
18 Coral Boulevard Roadside	129,600	2.98	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
19 McInnis Avenue Medians	19,635	0.45	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
20 McInnis Avenue Roadside	94,286	2.16	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
21 Willow Run Boulevard Medians	11,410	0.26	32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
22 Willow Run Boulevard Roadside	838,720	19.25	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23 Peninsula Drive	15,000	0.34	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
24 Hills Boulevard	1,952	0.04	32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
25 Fitzgerald Street Medians	9,072	0.21	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
26 Conrad Street Medians	9,960	0.23	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
27 Roberts Street Medians	3,878	0.09	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
28 Tree Garden Drive Median	7,250	0.17	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
29 Wilshire Boulevard Medians	38,061	0.87	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
30 Countryside Drive Median	2,436	0.06	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
31 Merritt Drive Medians	27,292	0.63	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
32 Kingswood Way Medians	8,700	0.2	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33 Sugar House Boulevard Medians	5,260	0.14	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
34 Coral Way Medians	2,500	0.06	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
35 Palo Verde Median	400	0.01	32		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Grand Total															31

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.
Professional Landscape Maintenance Services Bid # 18-04

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

Class "D" Maintenance

TREE & SHRUB MAINTENANCE

PALM TREE MAINTENANCE

ROAD NAME	FOOTAGE ACRES	SQUARE	Total MOWS PER YEAR	COST PER MOW	TOTAL ANNUAL COST	TURF MAINTENANCE				TREE & SHRUB MAINTENANCE				PALM TREE MAINTENANCE			
						GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 1X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	TOTAL ANNUAL COST	All Applications	Total Annual Cost
36 Taylor Road	233.277	5.35	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
37 Spruce Creek Road	558.800	12.01	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
38 Madeline Avenue	609.850	14	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39 Canal View Boulevard	145.050	3.33	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
40 Central Park Boulevard	285.396	6.78	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
41 Clyde Morris Boulevard	203.940	4.68	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
42 Hensel Road	97.435	2.24	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
43 Yorktown Boulevard Median	1,290	0.03	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
44 Yorktown Boulevard Roadside	207.520	4.76	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
45 Avon Court Triangle Median	2,500	0.06	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
46 Herbert Street	155.611	3.57	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
47 Train Depot Building (Herbert Street)	41.725	0.96	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
48 Commonwealth Boulevard	41.285	0.95	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
49 Oak Street	33.678	0.77	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
50 Jackson Street	20.686	0.47	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
51 Victoria Gardens Boulevard Medians	1,240	0.03	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
52 Victoria Gardens Boulevard Roadside	28.510	0.65	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
53 Sweetwater Boulevard	23.010	0.53	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
54 Stewart Avenue	12.550	0.29	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
55 Hidden Lake Drive	12.736	0.29	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
56 Old Hammock Road	14.268	0.33	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
57 Pepper Hill Road	6.779	0.16	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
58 Highpoint Drive	8.000	0.18	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
59 Renner Road	4.772	0.1	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
60 Oakford Road	7.226	0.17	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
61 Gladys Street	4.610	0.11	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
62 Newton Road	6.336	0.15	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
63 Bay Ridge Lane Median	9.184	0.21	24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Grand Total																	

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE D

WELLFIELD SITE MAINTENANCE

CLASS "E" MAINTENANCE		FROM		TO		SQUARE		ACRES		MOW		Number		Total		Total Annual Cost All	
SITE DESCRIPTION						FOOTAGE						of Mows		Annual		Applications	
1	Pumping Station & Tank Facility	South End of Bear Trail				94,525		2.17				18				N/A	
2	Maintenance Building	Shunz Road & Flow Way				9,893		0.23				18				N/A	
3	Well Buildings (27 Sites)	SEE MAP FOR LOCATIONS				59,475		1.37				18				N/A	
4	Generators (5)	Located at Well Buildings				10,890		0.25				18				N/A	
CLASS "F" MAINTENANCE																	
5	Solar Array	South Campsite Road				13,350		0.31				12				N/A	
CLASS "G" MAINTENANCE																	
6	Reservoir Lake "A"	South End of Bear Trail				334,620		7.68				6				N/A	
7	Reservoir Lake "B"	East of Reservoir "A"				372,270		8.55				6				N/A	

WELLFIELD RIGHTS OF WAY

CLASS "H" MAINTENANCE													
8	Shunz Road Right of Way	County Road 415	Flow Way	Interstate 4 (I-4)	1,267,200	29.09		4			N/A	N/A	
9	Shunz Road Right of Way	Flow Way		The Reclaimed Storage Tank	361,800	7.27		4			N/A	N/A	
10	Bear Trail Right of Way	Shunz Road (southeastward)			79,200	1.82		4			N/A	N/A	
11	Flow Way Right of Way	Shunz Road (southward)		Road End	79,200	1.82		4			N/A	N/A	
12	Campsite Road Right of Way	Shunz Road (northward)		Road End	20,400	0.47		4			N/A	N/A	
13	Campsite Road Right of Way	Shunz Road (southward)		Road End	950,400	21.82		4			N/A	N/A	
14	Harley Road Right of Way	Shunz Road (northward)		Road End	31,500	0.72		4			N/A	N/A	
15	Harley Road Right of Way	Shunz Road (southward)		Road End	221,760	5.09		4			N/A	N/A	
16	Artesian Drive Right of Way	Harley Road (southward)		Road End	205,800	4.72		4			N/A	N/A	
17	Puddle Lane Right of Way	Harley Road (westward)		Road End	79,200	1.82		4			N/A	N/A	
18	Drema Way Right of Way	Shunz Road (southward)		Puddle Lane	126,720	2.91		4			N/A	N/A	
19	Pasture around Dirt Stockpile Lot	Shunz Road (south side)			1,089,000	25		4			N/A	N/A	
											GRAND TOTAL		

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

{Public Works}

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Yellowstone Landscape-Southeast, LLC
Principal Business Address: 3235 North State Street
Bunnell, Florida 32110
Contact Person: Tim Portland, Manager
Phone Number: (386) 248-3298

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$533,226.00 **City Case/ Bid 16-04 Professional Landscape Maintenance Services**

Description of Work: Bid 16-04 Professional Landscape Maintenance Services

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified in BID
No. 16-04 Scope C

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Yellowstone Landscape-Southeast, LLC
Bid 16-04 Professional Landscape Maintenance Services

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Yellowstone Landscape Southeast, LLC**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIVE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-SIX AND 96/100 DOLLARS (\$533,226.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Tim Portland, Manager

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/23/2018

Consent item: No

SUBJECT: (5) Fire Assessment Presentation

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY: The City has been discussing the possibility of including fire assessments as part of its revenue diversification strategy recently. Port Orange also discussed this possibility in the late 1990's, mid 2000's and again in 2012, however it has never been implemented.

Government Services Group (GSG) provided the City a study back in 2004 regarding fire service fees. They continue to provide governments throughout the State of Florida counsel on this subject. In January 2016, they gave a presentation to local government leaders and staff has asked them to provide the City of Port Orange an updated version of that presentation.

Camille P. Tharpe, Senior Vice President of GSG is here to present. Staff hopes that this information will help inform Council's decision on whether to move forward with additional analysis.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	GSG Fire Assessment Presentation	GSG Fire Assessment Presentation 1-23-18.pdf
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Robin Fenwick
Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 12/06/2017
Approved - 12/06/2017
Approved - 12/07/2017
Final Approval - 12/07/2017



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com



Fire Assessment Program Overview Presentation to the City of Port Orange

January 23, 2018

Presentation Outline

- GSG Overview
- Case Law Requirements
- Assessment Methodologies
- Collection Options
- Implementation Steps
- Strategies for Success

Government Services Group, Inc. (GSG)

Florida Corporation

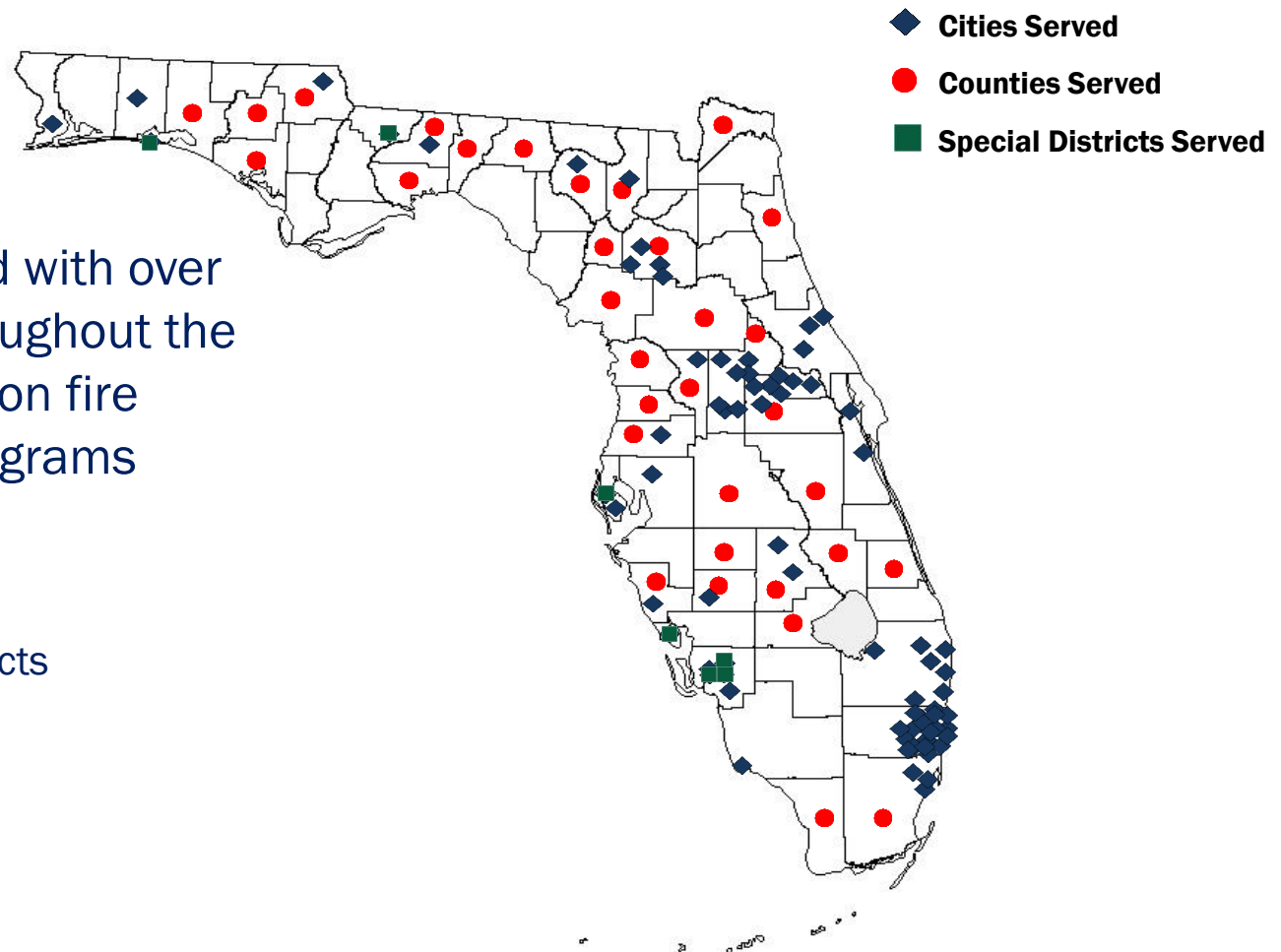
- Headquartered in Tallahassee with offices in Longwood, Gainesville, and Cudjoe Key
- Over 20 years in business
- Specialize in local government finance and taxation issues

Special Assessment Experience

- Created some of the first assessment programs in the State
- Assisted in “Writing the Law” for special assessments in the State
- Court acknowledged expert in development and implementation of special assessments
 - Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010)
- Worked on more than 250 assessment programs throughout the State
 - Over 100 fire assessments
- Acknowledged Expert in area of Assessment Roll Development and Certification by the Florida Department of Revenue, Property Appraisers and Tax Collectors

Fire Assessment Experience

- GSG has worked with over 100 clients throughout the State of Florida on fire assessment programs
 - 73 Cities
 - 32 Counties
 - 8 Special Districts

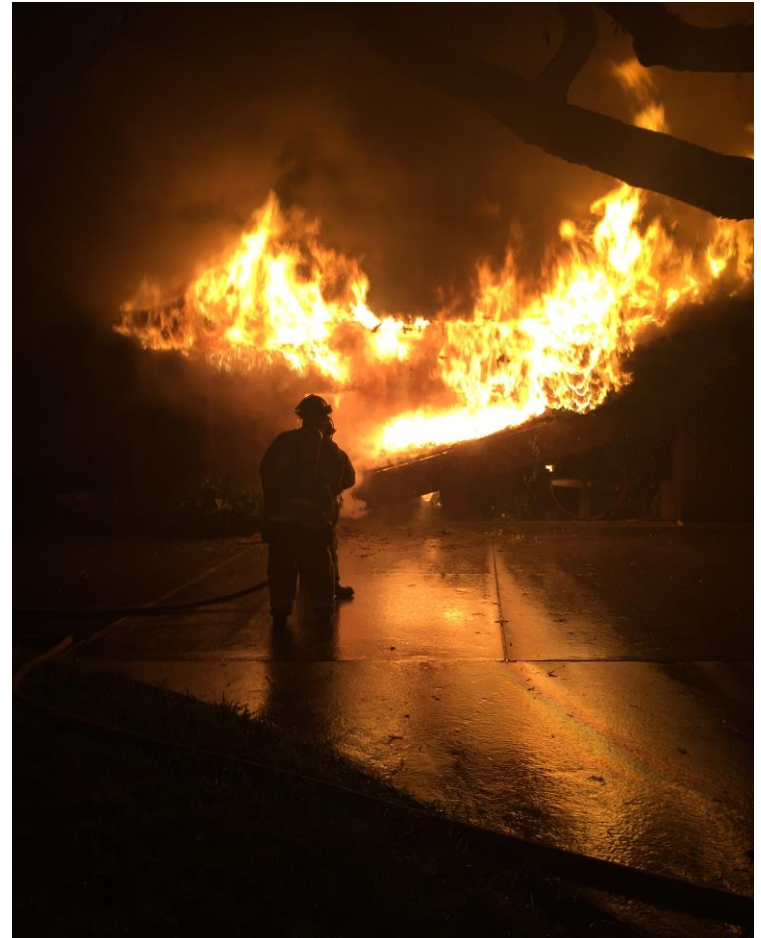


What is a Fire Assessment?

- Charge imposed against real property to pay for fire protection services
 - Does **NOT** include EMS-type services above level of first responder

Case Law Requirements

- Special Benefit to property
and
- Fair and reasonable apportionment



Is a Fire Assessment a Tax?

No.

Similarities

- Both generate revenue to pay for services and facilities
- Both are mandatory and can be collected on the tax bill.

Differences

- Assessments must benefit property; taxes need not
- Authorization for special assessments come from the Home Rule powers of the local government; taxes must be provided by general law
- Local governments may develop the rate of assessments and the manner of apportioning costs; taxes must be prescribed by Legislature

Why Use Assessments?

- Cost-effective and financially stable means of funding fire services and facilities
 - Revenues do not fluctuate with property values
- Dedicated funding source
 - Preserves level of service
 - Accountability
 - Direct correlation
 - Establishes cost per billing unit for services and facilities
 - Revenue diversification
- Tax equity tool
 - Tax “Inequities”
 - Save our Homes
 - Homestead Exempt Property
 - Real Estate Factors
 - Non-Homestead Property
- Annual decision



Court-Approved Methodologies

Historical Demand Methodology

- Historical demand is the driving factor
- Most widely adopted
- Logical and easy for lay person to understand

Availability Methodology

- Two tiers of benefit
 - Services available equally to all parcels
 - Protection from loss represented by the cost value of the structures
- Predominantly implemented in cities
 - Typically works well when there are large number of parcels
 - Helps spread costs equally to all parcels
- Initial implementation may require bond validation proceedings



Pros/Cons of Both Methodologies

Historical Demand

Availability

Pros

- Most widely adopted
- Lower cost to implement
- Logical and easy for lay person to understand
- Cities may not have to charge vacant land parcels

- Variable rates for residential properties
- When large number of parcels – helps to spread costs equally among all parcels

Cons

- Reliance on historic call data
- Typically flat rate per residential dwelling unit

- When not enough parcels – shifts costs to land and single family residential parcels
- Reliance on structure value data
- Higher cost to implement
- Land charge requirement

Data Components for Both Methodologies

1. Service Delivery

- Level of services -- EMS component?
- Benefit area
- Square foot cap

2. Fire Department Budget

- Allocation between Fire and EMS*
 - Allocation between time-in-service and available/ready to respond

3. Call Data

Historical Demand

- Remove EMS calls
- Conduct analysis of fire protection demand

Availability

- Determine time in service vs. time available to respond

4. Parcel Data

Historical Demand

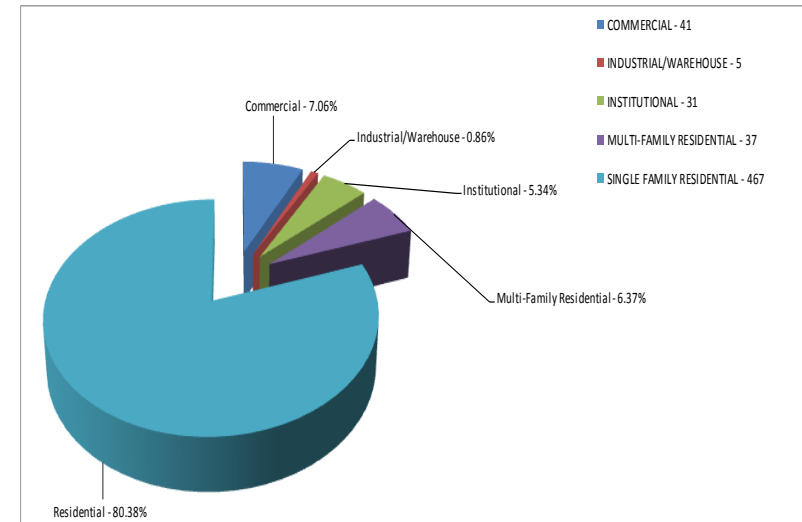
- Building/Property Uses
- Dwelling Units, Square Footage, Acres

Availability

- Number of Parcels
- Structure Values

Historical Demand Apportionment Methodology

- Develop Call and Incident Profile
- Determine Appropriate Property Categories
 - Residential
 - Non-Residential
 - Land (if applicable)
- Utilize Net Assessment Budget
- Determine total billing units per category
- Calculate rate per billing unit

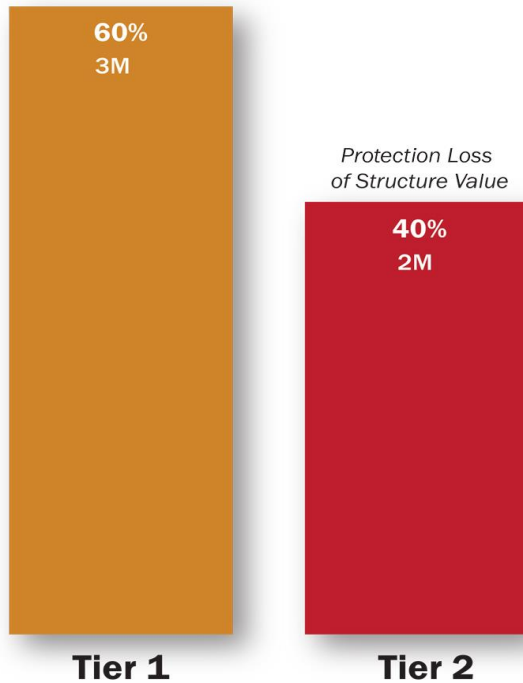


Category	# of Incidents	Percentage of Calls	Assessable Costs	Number of Units Dwelling Units/Square Feet	Rate Per Unit
Single Family Residential	467	80.38%	\$327,336	Dwelling units.	Rate per dwelling unit
Multi-Family Residential	37	6.37%	\$25,935	Dwelling Units	Rate per dwelling unit
Commercial	41	7.06%	\$28,738	Square feet	Rate per square foot
Industrial/Warehouse	5	0.86%	\$3,505	Square feet	Rate per square foot
Institutional	31	5.34%	\$21,729	Square feet	Rate per square foot
Total	581	100%	\$407,242		

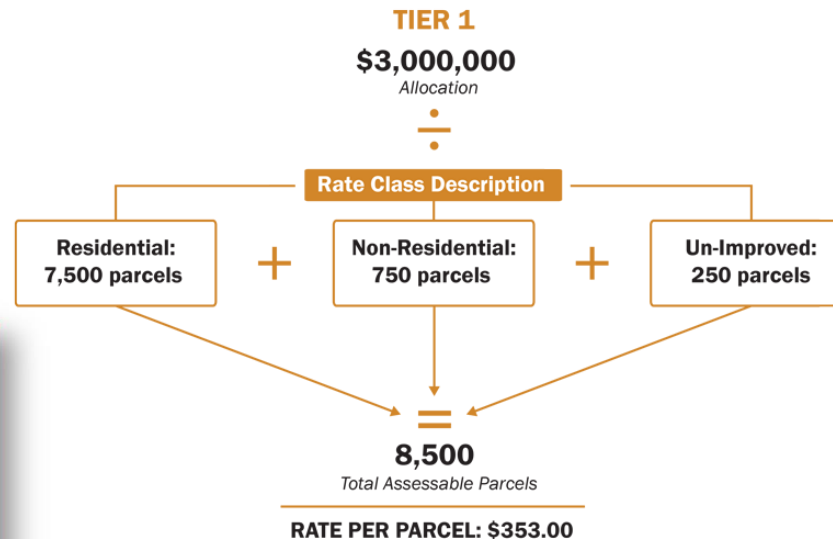
Availability/Protection From Loss Methodology

Example of Cost Apportionment Between Tier 1 & Tier 2

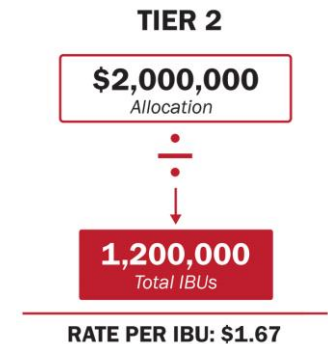
Response Readiness



Sample Calculation of Tier 1 annual assessment rate per parcel:



Sample Calculation of Tier 2 annual assessment rates:
IBU = Improvement Billing Unit is measured in terms of each property's structure value rounded down to the nearest \$1,000 and then divided by \$1,000



Collection Options: Pros and Cons

	TAX BILL	SEPARATE BILL	UTILITY BILL
PROS 	- Highest collection rate (95 – 98%) - One bill with all charges - Use tax roll data from PA	- Deadlines set by local government - Time frame set by local government - Use tax roll from PA - May be able to use for government property	- Deadlines set by local government - Time frame set by local government - Easier to charge exempt property - May be able to use for government property
CONS 	- Strict deadlines - Strict time frame - Cannot use for government property	- Lowest collection rate (70 – 90%) - More expensive to implement - Not a full picture of charges	- Collection issues regarding non-payment - Utility bill gets crowded - Difficult to correlate utility accounts to property uses (methodology issues) - May miss vacant, unoccupied property or those without utility account.

ANNUAL PROPERTY TAX BILL
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016

PROPERTY IDENTIFICATION
ASSESSORS ID NO. 4200-00-000
DATE OF RECORD AS OF JANUARY 1, 2016
JOB AND JUNE COMET

DETAIL OF TAXES DUE FOR 4200-00-000
AGENCY General Tax Levy
RATE 4.00
AMOUNT 420.00

BILLING ADDRESS
10000 100th
BELLING ADDRESS
CITY, STATE ZIP CODE

FIND SURCHARGES HERE

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION
10000 100th, Santa Monica
Parcel ID: 4200-00-000

TOTAL TAXES DUE
FIRST INSTALLMENT TAXES 420.00
SECOND INSTALLMENT TAXES 420.00

SEPARATE BILL

PROPERTY IDENTIFICATION
ASSESSORS ID NO. 4200-00-000
DATE OF RECORD AS OF JANUARY 1, 2016
JOB AND JUNE COMET

DETAIL OF TAXES DUE FOR 4200-00-000
AGENCY General Tax Levy
RATE 4.00
AMOUNT 420.00

DESCRIPTION	AMOUNT	TOTAL
Property Tax	420.00	420.00
Assessments	420.00	840.00
Fees	420.00	1260.00
TOTAL DUE		1260.00

OTHER CHARGES

1. Other charges (if any)
2. Other charges (if any)

TOTAL DUE

UTILITY BILL

PROPERTY IDENTIFICATION
ASSESSORS ID NO. 4200-00-000
DATE OF RECORD AS OF JANUARY 1, 2016
JOB AND JUNE COMET

DETAIL OF TAXES DUE FOR 4200-00-000
AGENCY General Tax Levy
RATE 4.00
AMOUNT 420.00

DESCRIPTION	AMOUNT	TOTAL
Property Tax	420.00	420.00
Assessments	420.00	840.00
Fees	420.00	1260.00
TOTAL DUE		1260.00

OTHER CHARGES

1. Other charges (if any)
2. Other charges (if any)

TOTAL DUE

Implementation Procedures

Tax Bill	Separate Bill	Utility Bill
Resolution of Intent		
Notice to Proceed	Notice to Proceed	Notice to Proceed
Assessment Report with Rates	Assessment Report with Rates	Assessment Report with Rates
Public Education	Public Education	Public Education
Home Rule Ordinance	Home Rule Ordinance	Home Rule Ordinance
Initial Assessment Resolution	Initial Assessment Resolution	
Public Notice (mailed and newspaper)	Public Notice (as determined)	Public Notice (as determined)
Final Resolution to Adopt Rates	Final Resolution to Adopt Rates	Final Resolution to Adopt Rates
Certify Assessment Roll to Tax Collector		
Collected on Tax Bill	Collected on Separate Bill	Collected on Utility Bill

Strategies for Success

- Not funding 100% of costs
- Earmark for certain budget items (strategic plan, CIP, enhanced services)
- Flexible methodology
 - Use flexibility to develop a legally defensible and publicly acceptable method that meets the need of local government
- Briefing elected officials
- Identifying stakeholders
 - Top rate payers
 - Tax exempt properties
- Public meetings/education
- Strategy for other government properties
- Exemptions for institutional, tax-exempt properties
- Create hardship exemption
- Economic development strategy

GSG's Strategies for Developing Successful Assessment Programs

- ✓ Finalize Scope of Work before project initiation
- ✓ Kick-off Meeting
- ✓ Detailed Critical Events Schedule (CES)
- ✓ Conduct regular Project Status Meetings
- ✓ Comprehensive understanding of client's goals and objectives
- ✓ Provide drafts for review and feedback
- ✓ Provide multiple rate scenarios and show their impact to each property owner
- ✓ Brief Elected Officials
- ✓ Work with client to develop public education outreach program
- ✓ Provide quality control throughout project
- ✓ Flexibility
- ✓ Sound, reasoned advice and recommendations based on over 20 years of experience with over 100 clients

GSG Tools for Developing Successful Assessment Programs

GSG's Tools (cont.)

- Proprietary Interactive Rate/Revenue Database
 - Shows impact of assessment and ad valorem rates for each parcel based on various rate scenarios

Sample Rate Table for Interactive Database		
Fire Funding Options		
Fire MSTU Millage Rate		1
1 Mill generates approximately \$XXX		
Fire Assessment - MSBU Rates		Rate
Residential		\$226.75
Non-Residential		
Commercial		\$0.11
Industrial/Warehouse		\$0.02
Institutional		\$0.52
Total MSTU Revenue		\$875,376.04
Total MSBU Revenue		\$3,966,283.25
Combined Revenue		\$4,841,659.29
Residential MSTU Revenue		\$464,590.15
Residential MSBU Revenue		\$2,500,145.50
Commercial MSTU Revenue		\$402,836.57
Commercial MSBU Revenue		\$873,623.85
Industrial/Warehouse MSTU Revenue		\$72,168.11
Industrial/Warehouse MSBU Revenue		\$60,754.10
Institutional MSTU Revenue		\$25,899.13
Institutional MSBU Revenue		\$534,750.00

Sample Assessment Roll Database

PID	Owner Name	Situs	Taxable Value	Bldg Count	Total MSTU	Total MSBU	MSBU Charge by Category				Units by Category			
							Residential	Commercial	Industrial/Warehouse	Institutional	Residential	Commercial	Industrial/Warehouse	Institutional
XXXXXXX	Jim Jones		\$3,885,138.00	16	\$3,885.14	\$27,469.71	\$27,210.00	\$259.71	\$0.00	\$0.00	120	2,361	0	0
XXXXXXX	Mike Smith		\$303,156.00	1	\$303.16	\$335.28	\$0.00	\$335.28	\$0.00	\$0.00	0	3,048	0	0
XXXXXXX	Jill Small		\$531,003.00	1	\$531.00	\$883.30	\$0.00	\$883.30	\$0.00	\$0.00	0	8,030	0	0



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/23/2018

Consent item: No

SUBJECT: (7) Five year model prediction

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY: Staff has been working on a high level 5-year forecast to help inform the City of long-term financial impact of decisions made presently. The discussion will cover the base assumptions and allow Council to change some assumptions and see the changes in real time.

This intended to set the ground work for discussions on Fire Assessment Fees and future budget considerations throughout the year.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 12/07/2017
Approved - 12/07/2017
Approved - 12/07/2017
Final Approval - 12/08/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/23/2018

Consent item: No

SUBJECT: (8) Financial Report - December 2017

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: The Financial Report will be provided and uploaded upon final review.

Project No.: Funding Account No.:

ATTACHMENTS:

Tracey Riehm

Created/Initiated - 01/18/2018
