

## AGREEMENT

24-0040-ITB

Lealman Community Redevelopment Area (CRA) Alley and Right of Way Maintenance

This Agreement (the “agreement” or “contract”), 24-0040-ITB Lealman Community Redevelopment Area (CRA) Alley and Right of Way Maintenance, is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and J & J Diversified, LLC DBA Diversified Landscape Maintenance whose primary address is P.O Box 1883, Pinellas Park, FL 33780 (hereinafter “CONTRACTOR” or “Custodian”) (jointly, the “Parties”).

### ***NOW THEREFORE, the Parties agree as follows:***

#### **A. Documents Comprising Agreement**

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation Section 4, Titled Special Terms & Conditions, attached hereto as EXHIBIT 1.
  - d. Solicitation Section 5, Titled Insurance Requirements, attached hereto as EXHIBIT 2.
  - e. Contractor's response to Solicitation Section 6, Titled Scope of Work / Specifications, attached hereto as EXHIBIT 3.
  - f. Contractor's response to Solicitation Section 9, Titled Pricing Proposal, attached hereto as EXHIBIT 4 – PAYMENT SCHEDULE.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

#### **B. Term**

1. The initial term of this Agreement is for 36 Months from the Effective Date. At the end of the initial term of this contract, this Agreement may be extended for Two (2), additional twelve (12) month terms, or such other renewal terms agreed to by the Parties.

#### **C. Expenditures Cap**


1. County expenditures under the Agreement will not exceed \$415,800.00 for the initial term. In no event will the annual expenditure exceed \$250,000.00 in any given fiscal year without a written amendment to this Agreement.

**D. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature: 

Print Name and Title: John R Mader, Business Manager  
J & J Diversified, LLC (dba) Diversified Landscape Maintenance

Date: 01/10/2024

For County:

Signature: 

Print Name and Title: Barry Burton - County Administrator

Date: February 16, 2024

APPROVED AS TO FORM  
By: Ketah Townsend  
Office of the County Attorney

## **EXHIBIT 1**

### **4. Special Terms & Conditions**

#### **4.1. INTENT**

It is the intent of Pinellas County to establish an Agreement for Lealman Community Redevelopment Area (CRA) Alley and Right of Way Maintenance to be ordered, as and when required.

#### **4.2. NON-NEGOTIABLE TERMS**

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

#### **4.3. PRICING/PERIOD OF CONTRACT**

Duration of the Agreement will be for a period of 36 Months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.

#### 4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month period(s) beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County grants approval. .

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

#### 4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review

specific Agreement details and deliverable documents at to ensure the scope of work and work areas are clearly understood.

#### 4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

#### 4.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

#### 4.8. SERVICES

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

1. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

#### 4.9. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

## 4.10. PERFORMANCE SECURITY

Not Applicable

### EXHIBIT 2

## 5. Insurance Requirements

### 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

### 5.2. INSURANCE (Requirements)

6. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
7. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
8. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown

on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

9. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.
  1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
10. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
  1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
    2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
    3. Provide that County will be an additional indemnified party of the subcontract;

4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
  5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
  6. Assign all warranties directly to the County; and
  7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
11. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
  3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

### 5.3. WORKERS' COMPENSATION INSURANCE



Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

1. Limits
  1. Employers' Liability Limits Florida Statutory
    1. Per Employee \$ 500,000
    2. Per Employee Disease \$ 500,000
    3. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

#### 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

1. Limits
  1. Combined Single Limit Per Occurrence \$ 1,000,000
  2. Products/Completed Operations Aggregate \$ 2,000,000
  3. Personal Injury and Advertising Injury \$ 1,000,000
  4. General Aggregate \$ 2,000,000

#### 5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

1. Limit

1. Combined Single Limit Per Accident \$1,000,000

## 5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE

Excess of the primary coverage required, in paragraphs above.

1. Limits

1. Each Occurrence \$ 1,000,000
2. General Aggregate \$ 1,000,000

## 5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

### **EXHIBIT 3**

## **6. Scope of Work / Specifications**

### **6.1. OBJECTIVE/JUSTIFICATION**

The objective of this solicitation process is for the County to select the lowest, responsive, responsible bidder to perform alley clearing and maintenance and illegal dumping and general litter and plant debris removal from Right of Way areas located within the Lealman CRA in accordance with all stated intents, specifications, and stipulations contained or referenced herein.

Contractor(s) shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The awarded Contractor(s) shall furnish all personnel, with the correct qualifications, licenses, certifications, etc., as required, to complete the assigned task.

The awarded Contractor(s) shall furnish all labor, equipment, tools, services, skills, etc., required to clear and/or maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include, but not be limited to, mowing, edging, pruning, and cleanup.

The awarded Contractor(s) shall maintain a superior appearance of the alleyways in the Lealman CRA as determined by the County. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the County.

### **6.2. BACKGROUND**

The intent of this solicitation is for the County to award Contractor(s) to maintain up to one hundred and seventy-six (176) alleys located within the CRA. The Contractor awarded will work

according to all Federal, State, and local requirements and using industry accepted best practices to perform landscape maintenance as per the scope that follows.

Bids will be awarded in two categories: (1) general maintenance of alleys that are cleared of heavy brush and able to be mowed currently, and (2) for optional services performed on an as needed basis for clearing overgrown alleys and illegal dumping, general litter and plant debris removal. Contractor(s) can bid and be awarded one or both categories. This can be awarded to one vendor or by group.

See Attached:

Exhibit A - Maps depicting the alleyway network in the Lealman Community Redevelopment Area (CRA).

### 6.3. REQUIREMENTS

Agreement - The awarded contractor(s) will be required to execute an Agreement with Pinellas County prior to providing services under this contract.

Bidder will supply all necessary licenses, certifications and permits to do the required work with the bid submittal or prior to award.

All licenses, for the company and employees, must be kept current and copies of new or renewed licenses/certifications must be provided to designated County representative prior to award.

Contractors' personnel shall be trained, licensed and/or certified to comply with all applicable laws, statutes, ordinances, rules Occupational Safety and Health Administration (OSHA) safety standards.

Contractor and/or subcontractors will not have any unresolved code violations/consent orders.

### 6.4. EQUIPMENT AND MATERIALS

- A. Contractor and/or subcontractors shall provide all required materials and equipment needed to accomplish all work pertaining to this contract. If the County representative determines the materials and/or equipment being used by the Contractor on site is deficient, the Contractor shall be notified immediately. The Contractor shall remove the materials/equipment from service immediately and until the deficiency is corrected.

- B. Inspection of the Contractor's materials/equipment by the County representative shall not relieve the Contractor of responsibility for injury to persons or damage to property caused by the operation of the equipment.
- C. Equipment used by the Contractor must be maintained in proper working order and shall be maintained so as to produce products as specified.
- D. Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.
- E. If, in the opinion of the County Representative, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional resources as directed by the County Representative. The County Representative will evaluate this based on the quality and/or progress of work performed.
- F. A list of equipment owned or leased by the Contractor that will be used to accomplish this contract should be included as part of the bid submission.
- G. County has the right to verify Contractor and/or subcontractors have sufficient equipment, in working order, to complete all work as described herein prior to award determination.

## 6.5. PERSONNEL

- A. Provide all labor, transportation, equipment necessary to perform the specified services and meet the requirements specified herein. Cost overruns are to be absorbed by Contractor when adding personnel or equipment to meet requirements of the contract.
- B. Provide on-site supervision at all times to ensure close supervision and inspection of work performed. The term "on-site supervisor" shall be person(s) designated to be at work site and act as point of contact for the County with the ability to communicate with the County representative.
- C. Personnel shall:
  - 1. Possess photo identification, either valid driver's license or identification card.
  - 2. Wear company uniforms.
  - 3. Interact courteously with the public and County staff.

- D. County has the right to verify Contractor and/or subcontractors have sufficient staffing to complete all work as described herein prior to award determination.

## 6.6. COMMUNICATION

- A. Upon Notice to Proceed (NTP) of contract, communication shall be directed to the designated County representative or designee in writing by electronic email correspondence. Verbal discussion, comments, notices, and requests shall not be considered official communication unless followed in writing for confirmation.
- B. Upon NTP of the contract, awarded vendor must provide a dedicated point of contact authorized to make decisions on the vendor's behalf to the designated County representative. Vendor will apprise the County of any changes to their dedicated point of contact over the contract term.
- C. Information about locations for cyclical work will be provided to the awarded vendor at the pre-commencement meeting. All cyclical maintenance will be within the zone indicated by the maps in Attachment A. Non-cyclical other services will be requested on an as needed basis.

## 6.7. ADDING AND DELETING WORK

- A. Pinellas County reserves the right to add or delete work to this contract at any time. This includes adding or deleting locations, adjusting or adding and deleting cycles. The designated County Representative will provide the Contractor a written or electronic notice at least one (1) full maintenance cycle as advance notice of any such adjustment. The written or electronic notice will include the acreage, locations and type of work change and effective dates of each change. The Contractor shall respond back, via e-mail or fax to confirm receipt and acceptance of any changes.
- B. Compensation to the Contractor will be as bid on the unspecified pricing sheet. Additional work added to this contract shall be done in full accordance with these specifications.

## 6.8. SITE PROTECTION

- A. The Contractor shall be solely responsible for all unauthorized cutting, mowing, removal or disposal or damage to landscape plants, including damage to same, due to careless operation of equipment, stockpiling of materials, tracking of landscaped areas by equipment or other incidental damage caused by the Contractor's work crews or equipment.
- B. The Contractor shall be required to repair or restore said damage promptly at the Contractor's expense. Location of existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- C. All service and supply operations shall be conducted in such a manner as to maximize public safety and to minimize damage to public and private property.
- D. Mowing/trimming clippings must be removed from impervious surfaces before leaving job site (break, lunch, end of day). Inclement weather must be considered to ensure timely completion of cleanup activities. Tasks not compliant with specifications shall be completed by the Contractor and approved by the County Representative before payment shall be approved.
- E. Equipment and supply storage: Contractor shall not permanently stage or store equipment on county property including around ponds without the express written permission of the manager of Urban Forestry and Landscape Services for Pinellas County. While performing a maintenance cycle it is permissible for equipment to be staged overnight on county property or on right-of-way.
- F. When necessary for mowing machines or other equipment to cross the travel way, a location shall be selected that provides an unobstructed sight distance of 500 feet. Operator shall stop before crossing the travel way and allow closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.
- G. All service and supply operations shall be conducted in a manner and procedure as required by FDOT standards as to maximize public safety and to minimize damage to public and private property. It shall be a special requirement of this work that workmen wear clothing in compliance with FDOT standards or current standard when performing any contractual work operations. Any riding equipment used in the contractual work operations shall be equipped with flashing lights.

- H. Location of existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents and shall be repaired or restored promptly by and at the expense of the Contractor.

## 6.9. HAZARDOUS MATERIALS

Hazardous materials found by the Contractor, are not to be TOUCHED or HANDLED by the Contractor if hazardous materials are discovered, IMMEDIATELY report the finding to the designated County Representative.

## 6.10. MAINTENANCE

Contractor shall furnish all personnel, supervision, overhead, equipment, materials, labor, tools, transportation, and supplies necessary to complete the work in accordance with these specifications, procedures.

## 6.11. MAINTENANCE CYCLES

- A. Regular mowing of alleys, free and clear of brush consists of one (1) mowing cycle per month September - June and with two (2) mowing cycles in July and August for a total of 14 cycles per year as further described below. Contractor shall complete all work for each cycle within thirty (30) days. An exception is July and August, which shall be completed in fourteen (14) calendar days, unless extenuating weather conditions create conditions adversely affect the Contractor's ability to meet their completion dates.
- B. Cycle schedule
- I. Once (1X) per month from September through June.
  - II. Twice (2X) per month in July and August only.
  - III. Not to exceed fourteen (14) cycles per year.

Contractor must meet this schedule unless otherwise agreed upon in writing in advance of the cycle or modified by the County Representative.

Upon award, the County Representative will establish the specific cycle start dates. Additional cycle requests will be based upon existing cycle pricing as bid for that zone.



## 6.12. MAINTENANCE SERVICES

- A. Litter Collection: Remove all trash and debris prior to mowing.
- B. Right-of-Way Clearance: Remove vegetation to maintain a clear corridor of ten (10) feet vertically and two (2) feet back of sidewalk. Maintain vegetation eight (8) feet clear from roadways and remove sight obstructions as directed by County Representative. A certified arborist is required for tree trimming operations over (10') feet. Costs associated with certified arborist are at the expense of the Contractor.
- C. Mow all turf areas with a mower that results in a clean-cut appearance.
- D. Mechanical edge curbs and asphalt road edges and both sides of sidewalks.
- E. Mechanical trim ditch bottoms and around pipe inlets and drainage control structures.
- F. Blow leaves, grass clippings and other plant debris from drainage inlets and impervious surfaces back onto turf or landscaped areas. Collect and dispose of woody plant material.
- G. Alley Maintenance shall consist of a complete, regularly scheduled program for maintaining the health, appearance, and usability of the alleys in the Lealman CRA. These services shall be always led by trained service technician(s). Costs associated with trained service technician(s) are at the expense of the Contractor. The Contractor is responsible for all aspects of alley maintenance during the term of the agreement.

## 6.13. LANDSCAPE MAINTENANCE TASKS

- A. The work specified under this Section consists of a variety of landscape maintenance tasks to be completed with each cycle.
- B. All work must be verified as fully completed by Pinellas County before payment will be approved and processed for payment.
- C. All landscape maintenance tasks shall be done in accordance with all Federal, State and local laws and ordinances.
- D. It is the Contractor's responsibility to ensure that plant debris, litter, and chemicals are not allowed to be washed, blown, or left on or in storm water conveyances (including but not limited to surface waters, roads, gutter, ditches, swales, drop inlets, curb inlets, mitered ends) in order to prevent contributing to the pollution of the local watershed.

## 6.14. LITTER REMOVAL

Included in Maintenance is the pickup, removal and disposal of litter and otherwise undesirable or objectionable appearing debris within the project limits excluding travel lanes as indicated by lane lines.

- A. All branches smaller than ten feet (10') long and four inches (4") in diameter are considered litter and must be removed by Contractor prior to mowing.
- B. It is also the Contractor's responsibility to remove any items such as: palm fronds, seed pods/boots, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, scattered or otherwise sub-divided by the mower that shall result in an objectionable appearance at no additional cost to the County.
- C. The litter removal operation shall be performed concurrently with each cycle.
- D. All areas to be mowed shall require the removal of debris or obstructions immediately prior to the initiation of mowing operations.
- E. All litter and debris shall be placed in trash bags and shall be removed from the project limits at the end of each working day and disposed of at locations provided by the Contractor. Items too large to be placed in trash bags shall be removed from the project limits at the time the Contractor leaves the project for the day.
- F. Disposal of litter and debris shall be made in accordance with applicable local and state laws and any cost incurred for disposal shall be the responsibility of the Contractor.
- G. Storage or stockpiling of litter or debris within the project limits shall not be permitted.
- H. The Contractor shall report to the county on the weekly reports and on each billing the total number of bags of litter removed from the areas being maintained as part of this contract.

## 6.15. TURF MOWING

- A. Mowing of all green areas shall be accomplished with each cycle unless approved by Designated County Representative.
- B. To avoid damaging the grass, the Contractor will cut to a mowing height of four (4) inches with an acceptable variance of one-half inch (1/2") unless otherwise agreed upon by designated County representative. Ideally turf height can be no higher than 6 inches before mowing back to 4 inches since no more than 1/3 of the leaf blade will be removed at each mowing.
- C. Prior to mowing any area, paper and other litter shall be removed.

- D. The mowing equipment when done should leave a finished cut appearance. The cutting edges of mower blades shall be maintained to provide sharp, smooth cuts without fraying grass blades or damaging turf. Neither streaking nor scalping of turf grass areas is acceptable.
- E. Contractor will leave clippings on the turf areas as long as no readily visible clumps remain on the grass surface 24 hours after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them.
- F. All mowing shall be performed in a manner that does not promote erosion or destabilization. No clippings are to remain on drainage structures (catch basin grates, mitered ends, weirs, etc.).
- G. The Contractor shall repair any damage to turf areas due to scalping by re-sodding with high quality sod and watering through establishment of new sod at the Contractor's expense.
- H. The Contractor shall replace any landscape material that is damaged by the Contractor or any agents of the Contractor, at the Contractor's expense.

#### 6.16. EDGING

- A. Contractor will edge both sides of the alleys, fences, and other surfaced areas bordered by grass concurrently with mowing during the growing season.
- B. The trimming operation along the edges of all curbs; drainage structures, signposts, light poles and other appurtenances shall occur concurrently with landscape maintenance operations.
- C. If string trimmers are used in proximity to trees or shrubs the Contractor shall take extreme care to ensure that no injury such as girdling or de-barking occurs. If girdling does occur greater than one third (1/3) of the diameter of the stem, the Contractor shall replace the tree or shrub at no cost to the County.

#### 6.17. BLOWING / PLANT DEBRIS REMOVAL

- A. During each mowing cycle, the Contractor will be required to remove and dispose of all vegetation including, but not limited to, vines, weeds, tree limbs, sucker growth, plants that have grown on top of or through other plants and seedlings.

- B. Contractor will clean all grass clippings and other plant debris generated during the servicing of the contract from sidewalks, curbs, roadways, and all impervious surfaces, immediately after mowing, edging and/or pruning.
- C. Contractor will not sweep, blow or otherwise dispose of clippings in sewer or storm water drains. Grass debris shall be blown onto turf areas or collected for disposal.
- D. Other debris is to be swept or blown off including hand removal of sand, rocks or any unsightly debris and hauled away. At no time will debris be blown or swept into streets or parking lots and left.
- E. Clippings must be removed from impervious surfaces before leaving job site (break, lunch, end of day). Inclement weather must be considered to ensure timely completion of cleanup activities.
- F. Adjacent streets and walkways are to be swept or blown off concurrently with landscape maintenance operation.

## 6.18. OPTIONAL SERVICES

- A. Optional services are as needed and authorized by the County and are not a guarantee of work. Optional services include:
  - 1. Cleanup of illegal dumping, general litter and plant debris in Right of Way and sidewalk areas within the CRA.
  - 2. Clearance of various alleyways and sidewalks with brush/debris intrusion.
  - 3. Trim trees/shrubbery that are obstructing alleyways and walkways/sidewalks.
  - 4. Enhance level of services of storm water ditches, provided by Public Works, by cleaning out debris and garbage.

**EXHIBIT 4 – PAYMENT SCHEDULE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Maintenance Requirements	Cost Per Maintenance Cycle for all specified tasks.	14	Each	\$4,000.00	\$56,000.00
<b>Maintenance Requirements Total</b>					<b>\$56,000.00</b>
Optional Services	Cleanup of illegal dumping, as needed with quote	200	Hours	\$50.00	\$10,000.00
	Clearance of brush/debris from various alleyways, as needed with quote.	500	Hours	\$40.00	\$20,000.00
	Trim trees/shrubbery that are obstructing alleys and/or sidewalks, as needed with quote	500	Hours	\$40.00	\$20,000.00
	General litter pick up, as need with quote	500	Hours	\$40.00	\$20,000.00
<b>Optional Services Total</b>					<b>\$70,000.00</b>
Unspecified	10% Unspecified Services (There is no guarantee that the funds allotted for contingency will be utilized during the performance of this contract. Any unspecified services using contingency must be approved by the County prior to work commencing.)		Lot		\$12,600.00
	<b>Unspecified Total</b>				
<b>ONE YEAR NOT TO EXCEED TOTAL</b>					<b>\$138,600.00</b>
<b>THREE YEAR NOT TO EXCEED TOTAL</b>					<b>\$415,800.00</b>