

AGREEMENT

26-0255-RFP

Groundskeeping - Mowing, Landscape & Irrigation Services

This Agreement (the “agreement” or “contract”), 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 Average Joe Landscape whose primary address is 9820 Sunbeam Dr Newport Richey, FL 34654 (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the documents 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. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective April 2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - b. Insurance Requirements attached as Attachment A.
 - c. Scope of Work attached as Attachment B.
 - d. Locations and Pricing attached as Attachment C.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed above, which control in the order listed.

B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date ("Contract Term"). 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. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditure under the Agreement will not exceed \$767,460.00 for the Contract Term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$261,220.00 in any given fiscal year without a written amendment to the 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: *Average Joe landscape*

Signature: *[Handwritten Signature]*

Print Name and Title: Joseph Lisky / owner

Date: **6-17-2026**

For County:

Signature: *[Handwritten Signature]*

Print Name and Title:

Date:

ATTACHMENT A
INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INSURANCE

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, 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 two (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 A- VIII or better.

Vendor shall provide 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). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida 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.**

- A. 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. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by COI360, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to COI360 c/o MDi Data at PinellasSupport@MDIclaims.io by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within seventy-two (72) 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@pinellas.gov. Nothing contained herein shall absolve Vendor of this requirement to provide notice. Regardless of notification, it remains the Vendor's obligation to, at all times, maintain the requisite insurance.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this Agreement, the 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. 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.
 - 6) Assign all warranties directly to the County.
 - 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 Attachment A and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- C. 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:

- 1) **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.

Limits

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

If Vendor/Contractor 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. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk management constitutes a material breach of this Agreement.

2) Commercial General Liability Insurance including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Limits

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

3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Consultant 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 Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above.

Limits

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

5) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable

- 6) Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

Attachment B

Scope of Work

1. INTENT

In accordance with the attached specifications, it is the intent of Pinellas County to establish a contract with a qualified vendor to provide comprehensive Groundskeeping – Mowing, Landscaping, and Irrigation Services for designated County-owned or managed properties, as identified in Attachment C – Locations and pricing. These properties may include administrative buildings, parks, vacant lots, rights-of-way, landscaped medians, stormwater facilities, outparcels, environmentally sensitive areas, and other sites located throughout Pinellas County. The properties covered under this solicitation are managed by the Pinellas County Construction and Property Management (CPM) Department.

The purpose of this contract is to support Pinellas County's mission by ensuring a high standard of grounds care, service quality, and responsiveness for the citizens it serves. The selected Contractor shall be responsible for maintaining all assigned properties in a clean, attractive, and safe condition year-round, thereby enhancing the appearance of public spaces, protecting the County's investment in landscaping and irrigation infrastructure, and promoting the safe and enjoyable use of County facilities.

The County has elected to utilize the Request for Proposals (RFP) procurement method due to the scope, complexity, and integrated nature of the required services. The successful Contractor must demonstrate technical expertise, operational capacity, experience managing diverse property types, and the ability to coordinate mowing, landscaping, and irrigation services under a unified service approach. An RFP allows the County to evaluate proposers based on qualifications, experience, service approach, staffing, and overall best value, rather than price alone, to ensure consistent, high-quality service delivery and accountability across all locations.

2. BACKGROUND

Pinellas County is committed to maintaining attractive, safe, and sustainable public properties that reflect a high standard of care and service for the community.

CPM oversees the comprehensive upkeep of these locations, ensuring they remain functional, visually appealing, and environmentally responsible. Well-maintained grounds enhance the public's experience, preserve County assets, protect natural resources, and reduce long-term maintenance costs.

Through this contract, the selected vendor will deliver coordinated mowing, landscape, and irrigation maintenance services tailored to the needs of each property type. All services will be performed in accordance with industry best practices, applicable environmental regulations, and the County's operational standards.

3. DEFINITIONS

Contract Administrator - The designated representative of Pinellas County Construction & Property Management (CPM) responsible for overall contract administration, compliance oversight, and approval of deliverables.

County Representative - The individual(s) assigned by CPM to coordinate daily activities, inspections, and communications with the Contractor.

Contractor - The vendor or firm awarded the contract who is responsible for furnishing all labor, supervision, materials, and equipment necessary to perform the required services.

Cycle or Maintenance Cycle - One complete round of all required maintenance services (mowing, trimming, edging, debris removal, irrigation inspection, etc.) performed at each designated site in accordance with the specified frequency for its Maintenance Class.

Maintenance Class - The defined level of service frequency for a location as specified in **Attachment C – Locations and pricing** (e.g., Class 1 = 36 cycles per year).

Consistent Acts of Non-Performance - Two or more verified instances of non-performance within a single maintenance cycle, or repeated failures to meet contractual service requirements across consecutive cycles, constituting a material breach.

Deficiency - Any portion of work not performed in accordance with the specifications, schedule, or service standards.

Service Report - A written record submitted by the Contractor after each site service detailing work completed, issues observed, corrective actions, and required photographic documentation.

Work Cycle Completion Report - The cumulative summary provided after completion of each maintenance cycle that includes site-by-site service verification, deficiencies, irrigation repairs, and any follow-up items.

Facilities Operations Contact - The County's field contact assigned to each geographic zone (NW, MID, SEC, SES, DET) for coordination of site access, scheduling, and inspection.

Maintenance of Traffic (MOT) - Procedures, signage, and controls required to maintain safe vehicular, bicycle, and pedestrian flow during performance of work in or adjacent to rights-of-way, consistent with FDOT standards.

Worksite - Any County-owned or managed property assigned to the Contractor for groundskeeping services under this contract.

Unspecified Work - Work similar in nature and scope to the contracted services that is not specifically identified within the routine maintenance tasks but may be required due to unforeseen conditions, and must be authorized in writing by the County prior to performance.

NPDES - The National Pollutant Discharge Elimination System, regulating discharges into waters of the United States; all activities under this contract shall comply with applicable NPDES requirements.

4. QUANTITIES

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

Pinellas County reserves the right to add or delete work from this contract at any time during the contract term. All added work must be performed in full accordance with the specifications of this contract. See **ADDING OR DELETING WORK**.

5. GENERAL REQUIREMENTS

STANDARD SERVICES AGREEMENT

The awarded contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be allowed.

EXPERIENCE OF PERSONNEL

The awarded contractors must have applicable experience to provide service for all aspects of groundskeeping. Proof of applicable experience for personnel assigned to perform work under this contract must be provided to the County with bid documentation.

SECURITY AND BACKGROUND CHECKS

All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (15) days prior to the start of the contract. The Contractor

shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance. Orientation for the Security Clearance workflow process will be provided to the awardee by the assigned contract specialist.

TIMELY INVOICE SUBMISSION REQUIREMENT

- A. **General Requirement** - The Contractor must submit all requests for payment **within sixty (60) calendar days** of services being performed or materials being received to remain eligible for reimbursement by the County.

Requests submitted after this period may be deemed ineligible for payment.

B. **Fiscal Year-End Deadlines**

The County's fiscal year ends on **September 30**.

All invoices for services rendered or materials received during a fiscal year must be submitted **no later than close of business October 31** following the end of that fiscal year.

Due to fiscal-year funding constraints, **payment may be denied** if invoices are not received by this date.

Failure to comply with these requirements may result in **denial of payment due to unavailability of funds**.

C. **Applicability**

These requirements apply to all invoices submitted under this contract, including but not limited to:

- a. Routine maintenance cycle services;
- b. Additional or corrective work authorized by the County Representative; and
- c. Post-emergency or supplemental services performed under this agreement.

- D. **County Discretion** - The County reserves the right to reject or deny payment for any invoice submitted after the stated deadlines, regardless of service performance, if funds are no longer available within the applicable fiscal year.

PROJECT INITIATION

- A. **Commencement Window** - The Contractor shall begin work or provide written confirmation of a scheduled start date within seventy-two (72) hours of receipt of a County-issued Purchase Order (PO) or Notice to Proceed (NTP), whichever is later.

- B. **Method of Confirmation** - Written confirmation shall be transmitted by email to the designated County Representative (or by another County-approved method) and must identify:
- i. The location(s) to be serviced,
 - ii. The scope of work to be initiated, and
 - iii. The planned start date and time for the first maintenance cycle task(s).
- C. **Calendar Integration** - The confirmed start date shall be reflected in the Contractor's rolling cycle service calendar required under the Deliverables Section and kept current thereafter.
- D. **Exceptions** - If commencement within seventy-two (72) hours is not feasible due to weather, site access restrictions, safety conditions, or other County-approved circumstances, the Contractor shall notify the County Representative in writing within 24 hours of PO/NTP receipt, provide the reason, and propose the earliest feasible start date.
- E. **Remedies for Non-Compliance** - Failure to commence or schedule services within the required timeframe may be deemed non-compliance and is subject to remedies available under this Contract, including but not limited to withholding of payment, issuance of a Cure Notice, or termination for cause.

QUOTE RESPONSE

- A. **Response Timeframe**
- The Contractor shall provide a written response to all County requests for quotes, estimates, or pricing within **seventy-two (72) hours** of receipt of such request, unless otherwise approved in writing by the County.
- B. **Required Detail**
- All responses shall include sufficient detail, scope descriptions, and unit pricing to enable timely County evaluation, comparison, and processing.
- C. **Quote Validity Period**
- All quotes, estimates, or pricing proposals submitted under this Contract shall remain **valid for a minimum period of ninety (90) calendar days** from the date of submission, unless otherwise authorized in writing by the County.
- D. **Non-Compliance**
- Failure to provide a timely or complete response, or to honor the minimum 90-day validity period, may be deemed non-compliance and subject to the remedies available under this

Contract, including but not limited to withholding of payment, issuance of a Cure Notice, or termination for cause.

QUARTERLY MEETING:

The Contractor shall meet with the County on a quarterly basis to discuss and remedy any field questions and/or associated problems.

6. QUALIFICATIONS

- A. Bidders must submit proof of performance of professional mowing/grounds maintenance services as their primary livelihood for the past three (3) years, and, unless otherwise specified, must have performed satisfactorily on at least three (3) commercial or governmental projects of similar size and scope as the prime contractor, and at least one (1) project for more than twelve (12) months. Bidders must provide three (3) references indicating past performance, See **Example below**. References must be submitted with a bid and include the agreement/contract specifications for each reference to be further considered.
- B. The Contractor must maintain a permanent business office located within Pinellas County or a radius convenient to ensure adequate proximity for scheduling, supervision, and timely service delivery.

This requirement is established to ensure the Contractor can:

- a. Deploy work crews quickly to meet the schedule and cycle times defined in these specifications;
- b. Respond promptly to County requests for corrective actions, emergencies, or weather-related events; and
- c. Maintain effective oversight and communication with County staff and facilities located throughout Pinellas County.

The County reserves the right to determine whether a Contractor's office location provides sufficient proximity to meet the schedule and response requirements outlined in this specification.

7. NON-PERFORMANCE

A. General Conditions - The County will only pay for services that are completed in full, on schedule, in compliance with all specifications, and accompanied by the required service documentation. Deductions for non-performance shall not substitute for the Contractor's obligation to perform.

- a. The Contractor shall ensure that each scheduled maintenance cycle is satisfactorily and thoroughly performed as outlined in these specifications.
- b. All work for a given cycle shall be completed in full within the designated schedule.
- c. A full maintenance cycle includes, but is not limited to:
 - i. mowing
 - ii. trimming
 - iii. edging
 - iv. litter/debris removal
 - v. weed control
 - vi. fertilization - as needed
 - vii. irrigation maintenance
 - viii. blowing/sweeping
 - ix. grass clump dispersal
 - x. Any other task necessary for the complete maintenance of the grounds.

B. Payment and Non-Payment for Services Not Rendered

- a. The County may withhold payment for:
- b. Services not performed.
- c. Services performed but not meeting required service standards - see section **Service Standards**.
- d. Services requiring corrective action not completed within the County's service requirements – see section **Service Requirements**.
- e. Services without required documentation and photographs.
- f. **Missed Services** – If a scheduled service is missed:
 - i. The Contractor shall return and complete the service within the same calendar week at no additional cost.
 - ii. If a mowing cycle is missed, the County may require a make-up cycle at no additional cost, in addition to the regular schedule.

- g. Payment will resume only after deficiencies are corrected to the County's satisfaction and documentation is submitted.
 - h. Should the County find work has not been completed or can document a complaint of failure of the contractor to complete services as defined herein, the County will withhold the payment according to the costs delineated on the bid submittal spreadsheet per location.
 - i. No payment shall be made for work performed outside the approved schedule or without required authorization.
- C. **Deductions for Late or Incomplete Work** - If the Contractor fails to perform all required tasks for a scheduled cycle – see section **Service Requirements**, the County will notify the Contractor in writing of the deficiency and apply deductions as follows:
 - a. **Late or incomplete performance** – Pro-rated deductions will be applied based on the value of the missed or incomplete services.
- D. **Consistent Non-Performance** - Consistent acts of non-performance shall be deemed a material breach of contract and may result in termination for cause.
 - a. For the purposes of this contract, the term Consistent Acts of Non-Performance shall have the meaning provided in Definitions Section.
 - b. Such acts constitute a material breach and may result in termination for cause pursuant to the County's standard contract terms.

8. LICENSES, CERTIFICATES, & PERMITS

The Contractor must adhere to the County's requirements for licenses, certifications and permits and be able to provide the insurance coverage required.

- A. Bidder will supply copies of all necessary licenses, certifications and permits to do the required work with the bid submittal.
- B. All licenses, for the company and employees, must be kept current throughout the contract period and copies of new or renewed licenses/certifications must be given to designated County representative.

C. Bidder's personnel shall be trained, licensed and/or certified to comply with all applicable laws including but not limited to County, State and Federal, statutes, ordinances, rules which include:

- a. **Best Management Practices (BMP):** All landscape maintenance work under this Contract must be performed by employers and employees who have completed a County-approved Best Management Practices Training Program as required by Section 58-481 (Certification and Training) of the County Code. Further in accordance therewith, such employers and employees must promptly provide proof of such training to County upon request.
- b. **Worksite Traffic Supervisor:** Bidder or an employee of the bidder must be certified in accordance with Florida Department of Transportation (FDOT) Intermediate Maintenance of Traffic. ***If traffic control is required, the Manual on Uniform Traffic Devices and the Roadway and Traffic Design Standards, Section 600, shall be used.***
- c. **Pest Control Operator Certification:** Contractor or full-time employee of the contractor shall possess a Postcentral Operator (PCO) certification, Ornamental and Turf Pest Control category, issued by the Florida Department of Agriculture and Commercial Services (FDACS) and a FDACS issued Pest Control Business License and shall submit documentation with bid.
- d. **Certified Arborist:** Contractor shall ensure that all tree pruning is to be performed using staff supervised in the field by personnel trained and/or certified in Arboriculture by the International Society of Arboriculture (ISA)
- e. **Occupational Safety and Health Administration (OSHA) safety standards *must be adhered to.***

9. DELIVERABLES

The Contractor shall provide all labor, materials, equipment, and supervision necessary for the proper care and maintenance of all mowing, landscaping, irrigation (including inspections and repairs), tree maintenance, and related site systems and structures within the CPM-managed properties listed in Attachment C – Locations and pricing. This includes all required reporting, documentation, and administrative measures as described herein.

A. **Service Requirements** - All assigned properties shall be maintained to contract standards at all times through a regularly scheduled maintenance cycle. Each cycle shall be performed at the frequencies specified in **Attachment C – Locations and pricing** and shall include, but not be limited to, the following tasks:

- a. **Mowing and General Turf Maintenance** – Mow all turf areas to the required heights and in a manner that produces a clean, uniform appearance without scalping or leaving uncut patches.
- b. **Litter and Debris Removal** – Remove all trash, litter, fallen branches, palm fronds, seed pods/boots, and other debris from turf, landscaped areas, and impervious surfaces prior to mowing or trimming.
- c. **Ponds, Slopes, and Stormwater-Related Areas** – Mow all turf areas to the maintenance requirements for the applicable pond type.
- d. **Weeding** – Keep planting beds free of weeds, invasives, and palm saplings through manual, mechanical, or chemical methods; maintain mulch to specified depths; and remove dead or dying plant material.
- e. **Trimming / Edging** – String-trim or chemically treat areas along fence lines, walkways, curbs, and other obstacles; mechanically edge all hardscape and softscape borders—including tree rings, plant beds, sidewalks, parking lots, driveways, and building perimeters—concurrently with mowing.
- f. **Clipping and Debris Management** – Blow grass clippings and plant debris from impervious surfaces back into turf areas or collect and remove as appropriate; disperse grass clumps evenly.
- g. **Tree / Shrub / Palm Pruning (≤ 10 Feet)** – Prune shrubs and ornamental trees as needed within each maintenance cycle to maintain plant health, appearance, and clearance. Routine pruning shall not exceed ten (10) feet in height and shall be performed frequently enough to prevent obstruction of signage, walkways, or structures.
- h. **Irrigation** – Inspect irrigation systems monthly, repair broken components (sprinkler heads), and ensure proper operation to maintain healthy turf and plantings. Up to ten (10) sprinkler heads per location may be repaired during each cycle and invoiced at the contracted price. Photographic documentation of damage and repair is required.

Repairs beyond ten (10) heads per location shall be reported to the County Representative with a written quote at the agreement rate. No additional repair shall proceed without written County approval.

- i. **Pest and Disease Control** – Apply treatments as necessary to control pests, diseases, and invasive plants in accordance with integrated pest-management and BMP standards.
 - j. **Post-Emergency and Weather-Event Services** – Provide tree removal, debris cleanup, and other related services following storms, hurricanes, or other emergency events as requested by the County Representative.
 - k. **Other Services** – Perform any other tasks necessary for the complete maintenance of the grounds, even if not specifically listed above, when required to meet contract standards.
2. **Reporting and Documentation** - The Contractor shall submit all reports, photographs, and schedules as required below to verify compliance and performance.
- a. **Service Reports** - The Contractor shall provide a Service Report following each site visit that includes date/time of service, description of work performed, site-specific issues, and confirmation of completed tasks. Each report shall include at least five (5) date- and time-stamped photographs showing completed work (before/after where applicable). Reports must be submitted within 48 hours of service completion or payment may be withheld.
 - b. **Cycle Schedule and Calendar** - A rolling cycle service calendar noting all scheduled maintenance dates for each site shall be submitted by the first day of each cycle. Revisions must be submitted in writing 48 hours in advance unless due to weather or County-approved emergency conditions.
 - c. **Cycle Completion Reports** - At the completion of each maintenance cycle, the Contractor shall submit a Work Cycle Completion Report including: locations serviced, irrigation repair documentation (with before/after photos), number of bags collected, and any deficiencies identified. Reports shall be submitted electronically within two (2) business days of cycle completion.
 - d. **Corrective Action Reporting** - Any conditions requiring corrective action outside the Contractor's scope shall be reported immediately to the County Representative. Actions taken within the Contractor's scope shall be documented and noted in the Work Cycle Completion Report.

- e. **Record Retention** - The Contractor shall maintain all schedules, reports, and photographic documentation for the duration of the contract and make such records available to the County upon request.
- f. **Program Startup and Planning** - Within two (2) weeks of the contract start date, the Contractor shall meet with the County's Contract Administrator and designated County Representatives to establish common goals and objectives for the Groundskeeping Program. The meeting will be used to:
 - 1. Review all assigned properties listed in **Attachment C – Locations and pricing** and verify service requirements for each site.
 - 2. Confirm performance standards, inspection procedures, and communication protocols.
 - 3. Establish reporting formats, including task calendars, inspection reports, and incident notifications.
 - 4. Review safety, environmental compliance, and access requirements for all sites.
 - 5. Identify any initial corrective actions needed to bring properties to contract standards.
- 2. **Grounds Maintenance Plan** - Within ten (10) business days of the startup meeting, the Contractor shall provide a written Grounds Maintenance Plan detailing:
 - 1. Proposed service frequencies for each site.
 - 2. Staffing assignments and deployment strategy.
 - 3. Equipment allocation and backup resources.
 - 4. Site-specific considerations, including special access requirements and seasonal adjustments.
- 3. **Additional Services** - The County reserves the right to request additional maintenance cycles, special projects, or post-emergency response services beyond the regular schedule. Such services shall be performed at the rates provided in the Contractor's bid pricing and only with prior written authorization from the County Representative.

4. **Unauthorized Work** - Any miscellaneous or additional work must be approved in writing with an authorized purchase order(Quote?) prior to commencement. Work performed without prior authorization shall be deemed unauthorized and will not be paid.

10. SERVICE REQUIREMENTS

Work under this contract shall consist of completing all tasks defined for each Maintenance Class as specified herein. The Contractor shall complete all required work for each assigned Maintenance Class according to the frequency, cycle schedule, and service definitions provided.

Maintenance Class	Service Frequency	Approx. Cycles per Year	Description
Class 1	Weekly service May – October; Bi-weekly service November – April	Up to 36	Full-service landscaping maintenance including mowing, trimming, irrigation, and litter removal.
Class 2	Two (2) times per month	24	Standard landscaping maintenance including mowing, trimming, and debris removal.
Class 3	One (1) time per month and/or June– September (4 cycles)	4–12	Reduced-frequency service for low-use or seasonal sites, including annual June cleanup.

A work cycle is defined as completion of all required Maintenance Class tasks within the contracted timeframe. A cycle week is defined as Monday through Friday, unless otherwise approved by the designated County Representative. Additional cycles may be requested by the County Representative and shall be billed per the Contractor's bid pricing.

A. Locations - See Attachment C – Locations and pricing – Locations for specific sites assigned to each Maintenance Class.

B. Maintenance Class Descriptions

a. **Maintenance Class 1 – Full-Service Landscaping** - Full-service landscaping maintenance class with up to thirty-six (36) cycles per year. Each cycle includes:

- i. Mowing and General Turf Maintenance
- ii. Litter and Debris Removal
- iii. Ponds, Slopes, and Stormwater-Related Areas (where applicable)
- iv. Weeding
- v. Trimming / Edging
- vi. Clipping and Debris Management
- vii. Tree / Shrub / Palm Pruning – twice (2×) per month May – October; once (1×) per month November – April
- viii. Mulching – as requested
- ix. Irrigation System Maintenance and Repair – once (1×) per month
- x. Pest Control
- xi. Fertilization – as needed

b. **Maintenance Class 2 – Standard Landscaping** - Basic landscaping maintenance class with up to twenty-four (24) cycles per year. Each cycle includes:

- i. Mowing and General Turf Maintenance
- ii. Litter and Debris Removal
- iii. Ponds, Slopes, and Stormwater-Related Areas (where applicable)
- iv. Weeding
- v. Trimming / Edging
- vi. Clipping and Debris Management
- vii. Tree / Shrub / Palm Pruning – twice (2×) per month May – October; once (1×) per month November – April
- viii. Mulching – as requested

- c. **Pest Control Maintenance Class 3** – Limited or Seasonal Service – Limited-frequency maintenance class with twelve (12) cycles per year and/or four (4) cycles during the June – September period. Each cycle includes:
 - i. Tree / Shrub / Palm Pruning
 - ii. Pest Control June
- d. **Annual Overgrowth Cleanup** – One (1) additional cleanup cycle shall be performed each June to address overgrowth from the nesting-season no-service period. This cleanup shall include removal of debris, trimming of overgrown vegetation, and restoration of clear access to all structures. The June Cleanup shall be invoiced separately.

11. SERVICE STANDARDS

- A. **MOWING AND GENERAL TURF MAINTENANCE:** Mowing of all turf areas shall be accomplished with each cycle.
 - a. Mow grass areas with conventional commercial high production style mowing equipment. Mowing and trimming the difficult areas and sloped areas may require the use of specialized equipment.
 - b. To avoid damaging 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. No more than 1/3 of the grass blade should be removed during a mowing cycle.
 - c. Prior to mowing any area, paper and other litter shall be removed.
 - d. The cutting edges of mower blades shall be maintained to provide sharp smooth cuts without fraying grass blades or damaging turf.
 - e. Contractor will leave clippings on turf areas as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them.
 - f. Contractor will hard and soft edge tree rings, plant beds and all buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass concurrently with mowing.
 - g. Contractor will clean all clippings from sidewalks, curbs, drainage structures catch basin grates, mitered ends, weirs, and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in sewer or

storm water drains. Adjacent sidewalks, parking lots, roadways, stairways are to be swept or blown off concurrently with mowing operation.

- h. Grass debris shall be blown onto turf areas or collected for disposal. 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 not removed.
- i. Contractor must meet all guidelines for National Pollution Discharge Elimination System (NPDES) and Pinellas County Landscape Best Management Practice (BMP) certification program in accordance with Pinellas County Code Article XIII, Chapter 58, Ordinance 10-06: The Landscape Maintenance and Fertilizer Use and Application Ordinance.
- j. All mowing shall be performed in a manner that does not promote erosion or destabilization.
- k. 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.
- l. The Contractor shall replace any landscape material that is damaged by the Contractor or any agents of the Contractor, at the Contractor's expense.

B. LITTER AND DEBRIS REMOVAL: Cycle invoices shall include number of bags of trash collected by Contractor at each location.

- a. 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.
- b. 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
- c. Storage or stockpiling of litter or debris within the project limits shall not be permitted.

C. PONDS, SLOPES AND STORM WATER RELATED AREAS (*specific locations): Pinellas County is responsible for the maintenance of various types of ponds for storm water management on county properties and roadways. It is the responsibility of the Contractor to know the difference between the types of ponds and the maintenance requirement for those ponds. Damage to structures, plantings and turf caused by the Contractor's maintenance activities are the sole responsibility of the Contractor.

- a. It is imperative that the Contractor and his staff be familiar with ponds that may be included in this contract and be able to correctly perform mowing services in and around them. Failure to do so will result in the Contractor being liable for replacement of plant materials or repair of the pond and related structures.
- b. The Contractor shall instruct employees that landscape plant materials and environmental pond plantings shall not be mowed, and they should be aware of plant locations in order to protect the County's investment. These ponds are clearly identified with signage on access gates and/or structures with a letter designation and number as indicated below.
- c. Contractor shall replace any landscape materials and environmental pond plantings that are damaged, if caused by the contractor or any agents of the contractor, at no cost to the County.
- d. Where appropriate storm water retention areas will be maintained the same as other landscaped areas. This includes banks, slopes, and bottoms (when dry). Hand trimming may be necessary around outfall structures and drainage piping.
- e. Slope; greater or steeper than four to one (4:1) shall be cut to a five-inch (5") height, with an acceptable variance of one-half inch, unless otherwise agreed upon by the designated County representative in writing. All mowing shall be performed in a manner to avoid scalping, erosion or soil destabilization.
- f. Wet ditch areas that cannot be easily mowed by conventional means shall be mowed by hand with the use of filament string trimmers to protect the integrity of the grade and prevent turf damage.
- g. Contours: Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.
- h. **Landscape Materials and Environmental Pond Plantings:**
 - i. **Pond & Parcel Designations**
 - 1. **AP = Attenuation Pond:** Storm water basin that detains water volume but does not have permitting treatment requirements. Seasonal water table may be above/below pond bottom. Grass areas to be mowed includes top of berms and side slopes to water's edge.
 - 2. **DE = Dry Pond with Effluent Filter:** Filter system usually located at the lower side slope but may be in one or more beds in the pond bottom. Ponds should recover to the filter control elevation within 72 hours

following the last storm water runoff in to the pond. Typically has a grassed bottom requiring mowing. Hand mowing may be required to avoid damaging filtration beds. Extensive quantity of grass clipping can block filter bed function if mowing interval is too long.

3. DP = Dry Pond (Retention): Percolation, typically having a grassed bottom requiring mowing. Steep side slopes or loose sandy solid may limit or prohibit use of large machine mowers on slopes or bottom.
4. M = Mitigation Pond Site: A manmade or natural habitat that is compensatory in nature to replace or offset primary or secondary impacts to regulated environmental lands. Grass areas to be mowed may include upland and transitional areas and access berms.
5. MWL = Wet Detention Pond having mitigation requirements: Permanent pool of water with a vegetated littoral zone utilizing a control structure to detain water for quality and quantity. Mown grass areas include berm and side slopes to water's edge, which may have desirable vegetation planted above the stand pool of water, which requires careful mowing Specific vegetation requirements exist within the littoral zone/slope plantings. THESE AREAS ARE NEVER TO BE MOWN. Grass areas to be mowed include berm and side slopes to the water's edge or limits of plantings.
6. WE = Wet Pond with Effluent Filtration: Water quality treatment through filtration. No littoral vegetation (biological) requirements. Filter system is inside slope at or above Seasonal High Water (SHW) creating a permanent pool of water. Grass areas to be mowed include berm and side slopes to the water's edge or filter bed.
7. WL = Wet Detention Pond: Permanent pool of water with a vegetated littoral zone utilizing a control structure to detain water for quality and quantity. Grass areas to be mowed include berms and side slopes to the water's edge.

D. WEEDING

- a. Grass and weeds (living and dead) growing in and around annual/perennial plants beds, shrubs, trees, sidewalks, curbing, and buildings shall be removed with each maintenance cycle and the general landscape shall be kept free of weeds and maintained to a clean finished appearance. This can be accomplished by manual, mechanical or chemical methods.
- b. Following any chemical application, dead weeds shall be removed within fourteen (14) calendar days. A pre- emergent granular herbicide may be applied at the contractor's option and expense to reduce weed growth.
- c. In no case, will manual or mechanical methods used to be allowed to cause damage to plants or tree/shrub bark.
- d. At the discretion of the County, plant materials damaged by the contractor's weed maintenance activities shall be replaced at the expense of the contractor.
- e. Chemical edging can be used around fence lines, walkways and curbing.
- f. Fence areas treated with chemicals will not exceed three (3) inches on either side of the fence.
- g. Weeds and grass around fence line will not be allowed to exceed six (6) inches in height.
- h. Volunteer seedlings of palms, trees and exotic invasive plants shall not be allowed to grow in fence lines.

E. TRIMMING/EDGING

- a. The trimming operation along the edges of all curbs; drainage structures, signposts, light poles and other appurtenances shall occur concurrently with landscape maintenance operations.
- b. 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.

F. CLIPPING AND DEBRIS MANAGMENT

- a. Blow grass clippings and plant debris from impervious surfaces back into turf areas or collect and remove as appropriate; disperse grass clumps evenly.
- b. During each mowing cycle, the Contractor will be required to remove and dispose of all vegetation including, but not limited to, vines, weeds, fallen trees, tree limbs, sucker growth, plants that have grown on top of or through other plants and seedlings.

- c. Contractor will clean all grass clippings and other plant debris generated concurrently with mowing operations of the contract from sidewalks, curbs, and all impervious surfaces, immediately after mowing, edging and/or pruning. 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 concurrently with mowing operations. Inclement weather must be considered to ensure timely completion of cleanup activities.

G. TREE/SHRUB/PALM PRUNING

- a. Contractor shall prune as required and ensure that all pruning is to be performed using staff supervised in the field by personnel trained and/or certified in Horticulture and/or Arboriculture as applicable. This is to ensure proper pruning for tree and plant health and to meet the requirements of this contract.
- b. Pruning includes the removal of dead, dying, or diseased limbs and removal of objectionable and weak limbs. Wherever possible, this should be done in such a manner as to maintain the natural shape of trees and shrubs.
- c. All shrubs shall be trimmed/pruned according to good horticultural practices with individual plants and hedges being pruned so that the base of the plant is slightly wider than the top.
- d. Crape Myrtles **SHALL NOT** be hard-pruned or topped or pollarded and shall not have twigs larger than one quarter ($\frac{1}{4}$) inch in diameter removed except for where they interfere with mowing operations or create sight- line hazards.
- e. When maintaining hedges and shrub plantings, the contractor must remove any volunteer trees/shrubs that begin to grow in them. This includes seedlings of oaks, cabbage palms and exotic invasive plants such as Brazilian Pepper. These plantings should be kept to the original plant species that was installed as much as possible and any deviation from this must be approved by the designated County Representative.
- f. Palms to ten (10) feet shall be trimmed of flower stalks or spent seedpods and dead fronds. Only brown or damaged fronds shall be removed and in no case are palm fronds, growing above the horizontal, to be removed. Palms **SHALL NOT** be hurricane

pruned. Pruning of fronds shall not exceed horizontal 9:00 and 3:00 o'clock positions. All palm debris shall be removed from sidewalks and parking areas with each cycle. The contractor will trim all tree limbs that cross any sidewalk or parking lot that do not conform to State or Federal ADA requirements. The lower branches of all trees shall be pruned, as needed, for ease of mowing and for clearance of ten (10) feet above all sidewalks, parking lots, driveways and roadways.

- g. All trimmings are to be removed from County property on the same day of service.
- h. Pruning shall be done following the principles and practices as outlined in the Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry" and as agreed upon with the designated County representative and as prescribed in relevant publications from University of Florida Institute of Food and Agriculture Sciences Extension (UF-IFAS) and International Society of Arboriculture (ISA).
- i. At the discretion of the County, plant materials damaged by the contractor's pruning activities shall be replaced at the expense of the contractor
- j. Remove sucker growth from bottom of trunks.
- k. The lower branches of all trees shall be pruned, as needed, for ease of mowing and for clearance of ten (10) feet above all sidewalks, parking lots, driveways and roadways that do not conform to State or Federal ADA requirements.
- l. A Certified Arborist is required to be on site for trimming activities over ten (10') feet. Pruning shall be restricted to: Removal of dead, dying, or diseased limbs; removal of objectionable and weak limbs; maintenance of natural shape of trees and shrubs. Removal of plant material that impedes sightlines in medians or ROW. Removal of boots and spent seedpods from palms within the project limits.

H. MULCHING

- a. For more information on obtaining County free recycled mulch, please contact:
 - i. Pinellas County Solid Waste Department; 3115 114th Avenue N St. Petersburg, FL 33716; Phone Number: 727-464-7500
- b. All landscaped areas including mulched pathways shall have mulch refurbished once annually, October thru March, to a depth of two (2) inches total unless otherwise directed by the County representative.
- c. Mulch should not be in contact with tree or shrub trunks or bury branches. The contractor shall use grade A cypress mulch, cocoa brown hardwood mulch, County

recycled mulch or other approved material as agreed upon by the designated County representative. Transport charges associated with mulching shall be at the contractor's expense.

- d. **Mulching shall be invoiced separately from the cycle maintenance costs.**
- e. To prevent weed growth, plant beds may be treated with a pre-emergent granular herbicide applied at the contractor's option and expense.

I. IRRIGATION SYSTEM MAINTENANCE AND REPAIR

- a. The contractor will maintain, and repair irrigation systems associated with each location where applicable.
- b. Monthly irrigation check inspections are to include head/emitter cleaning and/or replacement, up to ten (10), filter cleaning, small leaks and timer adjustments with contractor paying for parts. **Following maintenance, repairs more than ten (10) per location shall be quoted using miscellaneous services pricing submitted with bid and be invoiced separately from the cycle maintenance costs.** No repair work of more than ten (10) sprinkler heads will commence without approval of the designated County representative.
- c. Notwithstanding any provisions herein to the contrary, watering of turf grass areas will be in accordance with local laws or regulations. Frequency of watering to be determined based on principles and practices as outlined in the Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" and as agreed upon with designated County representative.
- d. Publication Link: http://fyn.ifas.ufl.edu/pdf/GIBMP_Manual_WEB_2_17_11.pdf

A. PEST CONTROL:

- a. Fire ant control shall be accomplished utilizing an insecticide on an as-needed basis.
- b. Insect, disease and weed control for, trees and plants shall be provided using Integrated Pest Management (IPM) and Best Management Practices (BMP's). The contractor shall inspect, trees and plants each visit for indications of pest problems and upon confirmation of a specific problem requiring treatment the contractor will apply pesticides using the least toxic and most effective pesticide.
- c. All applications of pesticides and fertilizations will be performed when temperatures are below 90°F and wind drift is negligible. The contractor will keep records on pests identified and treatment(s) rendered for control as required by law and provide copies

of application records to the designated County representative. The cost of insect, disease and weed related pesticide applications shall be considered a part of the cycle maintenance costs.

- d. Replacement of dead/damaged turf grass, trees and plants due to insufficient/incorrect pest control will be the sole responsibility and at the expense of the contractor.
- e. All pesticides and herbicides shall be applied in a manner consistent with the manufacture's label and all Federal, State, and Local laws and guidelines, paying particular care to avoid any chemical drift according to label requirements.
- f. The contractor shall be responsible for any damage to County property or adjoining public or private property because of chemical application, drift and/or chemical spill.
- g. Public notification placard(s) shall be placed at all sites following pesticide or herbicide applications where required.
- h. The contractor shall maintain a comprehensive file of all labels and Material Safety Data Sheets for any chemical product used in this contract. The contractor shall also provide a duplicate hardcopy of this same information to the County representative prior to usage.
- i. Expansion joints and other cracks may be sprayed with approved herbicide (Roundup® or equal) where grass or weeds are growing. Any chemical other than Glyphosate must be approved by the designated County representative prior to use.
- j. Tracer dye may be used for purposes of verification of the herbicide application.
- k. At the Contractor's discretion and expense, pre-emergent herbicides may be applied to beds to reduce the number of weeds.
- l. When using pre- or post-emergent herbicides, the proper chemical must be selected to prevent damage to plants, especially ornamental grasses and sensitive groundcover plants.
- m. Manual weed removal may be used in beds with ornamental grasses or other plants sensitive to herbicides.
- n. All of the Contractor's employees applying chemicals shall be licensed or certified in accordance with all federal, state and local requirements.
- o. Evidence of appropriate license shall be provided to the County Representative at any time upon written or electronic notification.
- p. All products to be used as part of the contract must be approved for use in advance by the designated County representative.

B. FERTILIZERS

- a. A slow release fertilizer with analysis that complies with the Pinellas County Fertilizer Ordinance and approved by the designated County representative, shall be applied to all landscape areas per the document - IFAS General Recommendations for Fertilization of Turfgrasses on Florida Soils - Fact Sheet SL-21, one of a series of the Soil and Water Science Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Original publication date, May 1991. Revised: May 2007. Reviewed: July 2010. Please visit the EDIS Website at <http://edis.ifas.ufl.edu>
- b. All fertilizing shall be done in accordance to all Federal, State, County and local laws, statutes and ordinances and following the principals and practices as outlined in the Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" and as agreed upon with the designated County representative. http://fyn.ifas.ufl.edu/pdf/GIBMP_Manual_WEB_2_17_11.pdf
- c. The contractor will apply fertilizer twice annually in March and October. The cost associated with fertilizing shall be included in the unit maintenance costs.
- d. The contractor shall provide the County Representative with a copy of labels and application record.
- e. Fertilizer will be blown or swept off walkways and drives into turf or beds.
- f. Replacement of dead/damaged turf grass, trees and plants due to incorrect/insufficient fertilization will be the sole responsibility and at the expense of the contractor.

12. QUALITY CONTROL, INSPECTION & VERIFICATION

A. Inspection Before Payment

- a. All work must be inspected and verified as complete by Pinellas County before payment will be processed.
- b. Payment shall only be authorized for services that meet all specifications, are completed on schedule, and have been documented as required in 2.9. NON-PERFORMANCE

B. Service Start Notification

- a. The Contractor shall indicate the start date of service for each location and specify the type of work to be performed.

- b. Updates to service schedules must be submitted in writing to the County Representative at least 48 hours in advance, except in cases of weather delays or other County-approved emergencies.

C. Right to Inspect

- a. Pinellas County reserves the right to make, or cause to be made, inspections of any and all sites whenever necessary to verify that services are being fulfilled in accordance with this contract.
- b. Inspections may be conducted during or after service performance without prior notice to the Contractor.

D. Deficiency Reporting & Correction

- a. Deficiencies identified during inspection shall be provided in writing to the Contractor by the County Representative.
- b. The Contractor shall promptly correct all deficiencies at its own expense, within the timeframe specified by the County.
- c. Failure to correct deficiencies in the specified timeframe will result in payment withholding, application of deductions per Section I, and/or corrective action by the County at the Contractor's expense.

E. Photographic Service Reports

- a. Where applicable, **before and after** photographs shall be provided to demonstrate task completion, particularly for corrective actions, irrigation repairs, debris removal, or emergency/weather event recovery work.
- b. Photographs shall be submitted with the service report within **48 hours** of service completion. Failure to submit photographic documentation as required will result in withholding of payment for that cycle until documentation is received and verified.

13. 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. 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.

- C. It shall be a special requirement of this work that workmen wear clothing in compliance with FDOT standards when performing any contractual work operations.

14. MAINTENANCE OF TRAFFIC

- A. The work specified under this section consists of safely maintaining vehicular, bicycle and pedestrian traffic within the limits of the project and compliance with traffic safety requirements for all maintenance operations.
- B. The contractor shall not be permitted to isolate residences or places of business and must provide safe entrance and exit during all normal business hours.
- C. Contractor shall refrain from blocking areas with tools, equipment and materials and accomplish the work so as not to disrupt the normal activities of any county facility.
- D. The contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the approved Maintenance of Traffic Plan and latest editions of the Florida Department of Transportation(FDOT) Standard Specifications for Road and Bridge Construction (latest edition), State of Florida, Department of Transportation, Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System, and the Florida Highway Administration's Manual on Uniform Traffic Control Devices, (MUTCD) Part VI, applicable edition, and shall take all necessary precautions for the protection of the workers and the safety of the public for the duration of the contract period.
- E. Watering operations shall comply with Florida Department of Transportation Standard Index 600. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-1.
- F. If the contractor implements lane closure, FDOT Standard Index 600 shall be complied with.
- G. The contractor shall submit, with the bid submittal, proof of a Worksite Traffic Supervisor certified in accordance with FDOT Intermediate Maintenance of Traffic.
- H. A copy of the approved Maintenance of Traffic Plan shall be available in the field at any time the contractor is working on the job.
 - I. When machines or other equipment are required to cross the travel-way in order to perform landscape maintenance activities, the contractor shall select a location that

provides an unobstructed sight distance of 500 feet. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings. Costs associated with maintenance of traffic are to be included in the contractors' price proposal.

15. POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

- A. The contractor will follow all rules and regulations for both dry and wet Stormwater Retention Ponds as outlined by National Pollutant Discharge Elimination System (NPDES) requirements and any local ordinances. This includes, but not limited to, any records, logs, and reports required. **Cycle invoices will include number of bags of trash/debris collected by Contractor.**
- B. These records, logs, and reports will be delivered to the designated County representative on the first working day of each calendar quarter.

16. 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.

17. ADDING AND DELETING WORK

A. County's Right to Modify Services

- a. Pinellas County reserves the right to add or delete work from this contract at any time during the contract term. All added work must be performed in full accordance with the specifications of this contract.
 - i. This includes, but is not limited to:
 - 1. Adding or deleting locations.
 - 2. Adjusting service frequencies or cycle schedules.
 - 3. Adding or removing specific service tasks.
 - 4. Assigning or revoking miscellaneous services.
 - 5. The County may also extend services to any location identified in **Attachment C – Locations and pricing** or to additional County-owned properties as needed.

B. Procedure for Adding Sites

- a. For the addition of new sites and or site changes, Pinellas County will request a written quote from the Contractor based on the specifications and scope of work for that

location. The County must issue and update the Purchase Order (PO) to include the added site prior to the start of any services.

- b. No payment will be made for work performed at an added site before the PO update is completed.

C. Documentation & Verification

- a. Any added or deleted work shall be reflected in the Contractor's rolling 60-day service calendar and monthly service reports.
- b. Photographic documentation requirements outlined in Quality Control, Inspection & Verification apply to any added locations or services.

18. WORK HOURS

- A. Contractor shall perform work Monday - Friday. Work outside these days shall be coordinated with the County representative prior to commencement.
- B. Work shall not be permitted on Saturdays, Sundays and recognized holidays unless the work is unable to be performed during business hours at high volume locations and the Contractor has requested an exception from the designated County representative. The County representative shall receive request for permission to work no less than twenty-four (24) hours prior to the workday.
- C. County designated holidays include: New Year Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day or any other Holiday as designated by Pinellas County Government.

19. COMMUNICATION

After award 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.

Following the award of contract, the designated County representative shall be from the following department:

Construction & Property Management

509 East Avenue South, Clearwater, FL 33756

Following the award 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.

The individuals listed below serve as the primary contacts for Contract Administration and Facility Operations at each location. Vendors shall coordinate all scheduling, inspections, and contract-related communications through these contacts.

C. Contract Administration

cpmcontracts@pinellas.gov

D. County Representative

NW - Larry Markunas - (727) 464-3488 - lmarkuna@pinellas.gov

20. UNSPECIFIED

Unspecified work is defined as materials or services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized in writing by the County before performed (will not be used to determine award).

County Estimated Amount: 10% of the NTE.

Attachment C
Locations and Pricing

Location	Address	Maintenance Class 1	Number of Annual Cycles	Unit Cost	Annual Total	3- Year Total	Notes
NW	NW - 510 Bay Ave, Clearwater - Clerk's Inspector General	A,B,*C,D,E,F,G,H,I,J,K,	36	\$150.00	\$5,400.00	\$16,200.00	Parking
NW	NW - 520 Oak St, Clearwater - Employee Relations	A,B,*C,D,E,F,G,H,I,J,K,	36	\$150.00	\$5,400.00	\$16,200.00	Parking
NW	NW - 324 S Ft Harrison Ave, Clearwater - Old Court House	A,B,*C,D,E,F,G,H,I,J,K,	36	\$65.00	\$2,340.00	\$7,020.00	Parking
NW	NW - 440 Court St, Clearwater - Building & Design Review	A,B,*C,D,E,F,G,H,I,J,K,	36	\$65.00	\$2,340.00	\$7,020.00	Parking
NW	NW - 315 Court St, Clearwater - New County Courthouse	A,B,*C,D,E,F,G,H,I,J,K,	36	\$65.00	\$2,340.00	\$7,020.00	Parking
NW	NW - 400 S Ft Harrison Ave, Clearwater - County Annex	A,B,*C,D,E,F,G,H,I,J,K,	36	\$65.00	\$2,340.00	\$7,020.00	Parking Lot and any Islands
NW	14 S Ft. Harrison Ave - Parking Lot (Pierce/ Garden)	A,B,*C,D,E,F,G,H,I,J,K,	36	\$65.00	\$2,340.00	\$7,020.00	Includes grounds, parking, and building
NW	NW - 303 Chestnut St, Clearwater - Facility Operations North	A,B,*C,D,E,F,G,H,I,J,K,	36	\$50.00	\$1,800.00	\$5,400.00	
NW	NW - 333 Chestnut St, Clearwater - Communications Bldg	A,B,*C,D,E,F,G,H,I,J,K,	36	\$50.00	\$1,800.00	\$5,400.00	Includes Alley way south of 333
NW	NW - 310 Court St, Clearwater - Planning Dept	A,B,*C,D,E,F,G,H,I,J,K,	36	\$65.00	\$2,340.00	\$7,020.00	Two (2) story parking garage, building, and grounds
NW	NW - 509 East Ave, Clearwater - Bldg A - (Swisher) - CPM & Air Quality	A,B,*C,D,E,F,G,H,I,J,K,	36	\$65.00	\$2,340.00	\$7,020.00	Courtyard and parking lot Myrtle and Chestnut
NW	641 Turner St., Clearwater Parking lot approximate	A,B,*C,D,E,F,G,H,I,J,K,	36	\$85.00	\$3,060.00	\$9,180.00	Parking Lot
NW	NW - 14 S Ft Harrison Ave, Clearwater - Utilities Building	A,B,*C,D,E,F,G,H,I,J,K,	36	\$85.00	\$3,060.00	\$9,180.00	
Total					\$36,900.00	\$110,700.00	

Location	Address	Maintenance Class 2	Number of Annual Cycles	Unit Cost	Annual Total	3- Year Total	Notes
NW	601 Court Street, Clearwater Empty Lot	A,B,E,F,J	24	\$65.00	\$1,560.00	\$4,680.00	
NW	NW - 631 Chestnut St, Clearwater - Code Enforcment	A,B,E,F,J	24	\$65.00	\$1,560.00	\$4,680.00	
NW	NW - 201 Rogers St, Clearwater - BTS Storage	A,B,E,F,J	24	\$100.00	\$2,400.00	\$7,200.00	
Total					\$5,520.00	\$16,560.00	

Miscellaneous Labor	Quantity	Unit of Measure	Unit Cost	Annual total	3- Year Total
General Labor-Labor Rate	200	Hours	\$85.00	\$17,000.00	\$51,000.00
Irrigation Labor-Labor Rate Irrigation Upgrades	200	Hours	\$70.00	\$14,000.00	\$42,000.00
Irrigation Labor-Labor Rate Irrigation Repairs	220	Hours	\$70.00	\$15,400.00	\$46,200.00
Total				\$46,400.00	\$139,200.00

Miscellaneous Labor	Quantity	Unit of Measure	Unit Cost	Total	3- Year Total
Citizen/County complaint to perform within 72-hour notice	200	Hours	\$125.00	\$25,000.00	\$75,000.00
Mowing Only (turf areas) (72-hour notice)	200	Hours	\$125.00	\$25,000.00	\$75,000.00
Irrigation Materials	1	Lump Sum	\$10,000.00	\$10,000.00	\$30,000.00
Installation of Winter Rye Grass Seed	200	Hours	\$250.00	\$50,000.00	\$150,000.00
Tree, Shrub, Perennial, Groundcover or Turf Grass, Planting or Replacement	200	Hours	\$85.00	\$17,000.00	\$51,000.00
Palm Pruning	200	Hours	\$75.00	\$15,000.00	\$45,000.00
Installation of Mulch including Transprtation and Labor	200	Hours	\$125.00	\$25,000.00	\$75,000.00
Total				\$167,000.00	\$501,000.00

	Maintenance Class
A	MOWING AND GENERAL TURF MAINTENANCE
B	LITTER AND DEBRIS REMOVAL
C	*PONDS, SLOPES AND STORM WATER RELATED AREAS where applicable
D	WEEDING
E	TRIMMING/EDGING
F	CLIPPING AND DEBRIS MANAGEMENT
G	TREE/SHRUB/PALM PRUNING twice (x2) per month May thru October. Once per month November thru April
H	MULCHING as requested
I	IRRIGATION SYSTEM MAINTENANCE AND REPAIR once per month
J	PEST CONTROL
K	FERTILIZERS as needed

3- year Total Contract Value \$767,460.00