

SEALED BID • DO NOT OPEN

SEALED BID NO.: 21-0074-B(DG)

BID TITLE: Grounds Maintenance, Public Works
Medians, Right of Way & Outparcels


DUE DATE/TIME: @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="margin-top: 20px;">INVITATION TO BID</h1>
ISSUE DATE:	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: Grounds Maintenance, Public Works Medians, ROW & Outparcels	BID NUMBER: 21-0074-B(DG)
SUBMITTAL DUE: @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: BY 3:00 P.M. SUBMIT QUESTIONS TO: Dustin Guinta AT dguinta@pinellascounty.org Phone: 727-464-3149	
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	<hr/> MERRY CELESTE, CPPB Division Director Purchasing and Risk Management

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: ___% ___DAYS, NET **45** (PER F.S. 218.73)

*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____

D/B/A _____

MAILING ADDRESS: _____

CITY / STATE / ZIP _____

COMPANY EMAIL ADDRESS: _____

PHN: () _____ **FAX:** () _____

***REMIT TO NAME:** _____
 (As Shown On Company Invoice)

CONTACT NAME: _____

FEIN# _____

PRINT NAME: _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	
W-9 (TAXPAYER ID)	

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

SEE SECTION F FOR BID PRICING SUMMARY

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

4. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing Pinellas ePro procurement website. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid must be submitted on the forms furnished. Emails and facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by emails and facsimile notice.

5. REJECTION OF BID:

- (a) The County may reject a bid if:
 1. The bidder misstates or conceals any material fact in the bid.
 2. The bid does not strictly conform to the law or requirements of bid, including insurance requirements.
 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

SECTION A - GENERAL CONDITIONS

6. **WITHDRAWAL OF BID:**

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

7. **LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

8. **PUBLIC REVIEW AT BID OPENING:**

Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

9. **BID TABULATION INQUIRIES:**

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting Pinellas ePro or calling the Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

10. **AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

11. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

SECTION A - GENERAL CONDITIONS

12. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**
The laws of the State of Florida apply to any purchase made under this Invitation to bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
13. **PROVISION FOR OTHER AGENCIES:**
Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
14. **COLLUSION:**
The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:**
All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
16. **SAFETY DATA SHEETS REQUIREMENTS:**
If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for five (5) years from the date of final payment.
18. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
19. **COUNTY INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

SECTION A - GENERAL CONDITIONS

- b) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
- c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

21. **ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

22. **"OR EQUAL" DETERMINATION:**

Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized person.

23. **INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

SECTION A - GENERAL CONDITIONS

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. **ASBESTOS MATERIALS:**

The contractor shall 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 shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be 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 bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. **PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

SECTION A - GENERAL CONDITIONS

Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

27. **TAXES:**
Payments to Pinellas County are subject to applicable Florida taxes.
28. **TERMINATION:**
- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
29. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D).
30. **DELIVERY/CLAIMS:**
Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
31. **MATERIAL QUALITY:**
All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
32. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**
No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (electronically) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.

SECTION A - GENERAL CONDITIONS

33. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement. The Contractor must inform the County in writing within forty-five (45) business days if the Contractor's business entity's name changes. The Contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the Contractor for a business entity name change that the County was not made aware of as reflected herein.

34. **EXCEPTIONS:**

Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

35. **NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

36. **PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer/Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

SECTION A - GENERAL CONDITIONS

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

37. **LOBBYING:**

Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

38. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

39. **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 contract in accordance with the terms, conditions, and specifications.

40. **INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

SECTION A - GENERAL CONDITIONS

41. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. **JOINT VENTURES:**

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

43. **CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

SECTION A - GENERAL CONDITIONS

44. PROTEST PROCEDURE:

As per Section 2-162 of County Code

- (a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.
 - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.
 - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (4) A formal written protest is considered filed with the County when the Purchasing Department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (e) *Lobbying.* Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (f) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- (g) *Authority to Resolve.* The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.
- (h) *Review of Director's Decision.*
- (1) The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.
 - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.
- (i) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS

45. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
- 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION A - GENERAL CONDITIONS**46. PUBLIC RECORDS – CONTRACTOR’S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION B - SPECIAL CONDITIONS

Bid Title: Grounds Maintenance, Public Works Medians, Right Of Way & Outparcels**Bid Number: 21-0074-B(DG)****1. INTENT:**

In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for grounds maintenance services for the Public Works Department, as and when required. Services are for cyclical maintenance of landscaped roadway medians, adjoining right-of-way and related storm water mitigation ponds and county-owned outparcels

2. 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.

3. PRICING/PERIOD OF CONTRACT:

Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of twenty-four (24) months from the date of contract award and any extension thereof.

4. TERM EXTENSION(S) OF CONTRACT:

The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional _____ month period 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 2%, 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 Administrator or Director of Purchasing 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. 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.

5. NON-MANDATORY SITE VISITS:

The following non-mandatory site visits are being offered in order to give vendors a sampling of the different types of properties requiring grounds maintenance services in this contract.

Non-mandatory site visit will be held: February 21, 2018 at 8:00 AM, Public Works 4550 126th Ave. N., Clearwater, FL. Contact David Hinrichs at 727-453-3302

The bidder acknowledges that he has satisfied himself as to the nature and general locations of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials; availability of labor of labor, water, electric power, and roads; and uncertainties of weather, tides or similar physical conditions in Pinellas County, Florida; the confirmation and conditions of the terrain in Pinellas County; and the character of equipment and facilities needed to perform the work contemplated by this contract.

Bidders shall carefully examine the entire service area of the proposed work and adjacent premises as well as the various means of approach and access to each segment. Bidders shall also make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment in order to overcome all difficulties involved in the completion of all the work in accordance with these specifications.

Any failure by the Bidder to acquaint himself with available information shall not relieve them of responsibility for properly estimating the difficulty or cost of successfully performing the work contemplated by this contract. The County assumes no responsibility for any conclusions or interpretations made by the Bidder on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations that are not expressly written in the contract and related bid documents. The figures contained therein are approximate. The

SECTION B - SPECIAL CONDITIONS

Bidder is responsible for verifying dimensions, densities, quantities and other applicable conditions. The bidder shall accept no verbal specifications as a result of any tour or conversation. Questions must be submitted by the question deadline as outlined on page one.

6. PERFORMANCE SECURITY:

7. PRE-COMMENCEMENT MEETING:

Upon award of contract, the County will coordinate a pre-commencement meeting with the successful bidder. The meeting will require bidder and the County Representative to review specific contract details and deliverable documents. Upon NTP of the contract, awarded vendor shall provide:

- a. The dedicated point of contact authorized to make decisions on the vendor's behalf to the designated County representative.
- b. Copies of licenses and certifications shall be provided prior to award:
 - i. Pesticide Application license, Ornamental and Turf (O&T) and Right-of-Way
 - ii. Fertilizer Application license,
 - iii. Certified Arborist Certification
 - iv. Temporary Traffic Control (TTC) Intermediate Certification
 - v. Worksite Traffic Supervisor
 - vi. Certified in Pinellas County Landscape Best Management
 - vii. Worksite Traffic Supervisor
- c. Vendor shall submit their Traffic Safety Plan to be reviewed and approved by Pinellas County.
- d. Should contractor plan to use subcontractors, names of subcontractors should be provided to County for approval.
- e. Occupational Safety and Health Administration plan

8. BREACH OF CONTRACT: Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

9. PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR: The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

10. WORKSITE SANITATION: At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

11. SUBMISSION OF BIDS:

The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

B. Should I scan everything and save as PDF?

SECTION B - SPECIAL CONDITIONS

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – INSURANCE REQUIREMENTS

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted 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, Contractor 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.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder 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.
- b) Bidder shall email certificate that is compliant with the insurance requirements to [Dustin Guinta at **dguinta@pinellascounty.org**](mailto:Dustin.Guinta@pinellascounty.org). If certificate received with bid was a compliant certificate 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). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) 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.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) 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 and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date.
 - (1) Bidder 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 Bidder from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this Bid, the Prime Bidder 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 Bidder 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 Bidder to the same extent Bidder 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 Bidder 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 waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder 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.
- h) 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. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (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 Contractor.
- (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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

SECTION C – INSURANCE REQUIREMENTS

i) 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

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, 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 Bidder 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 Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

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

(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) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Bidder may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

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

SECTION C – INSURANCE REQUIREMENTS

For acceptance of Professional Liability coverage included within another policy 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 Professional Liability and other coverage combined.

(6) 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:

- 1) 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, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) 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.

Limits

Each Occurrence	\$ XXXXXX
General Aggregate	\$ XXXXXX

(7) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES

Bid Title: Grounds Maintenance, Public Works Medians, Right Of Way & Outparcels

Bid Number: 21-0074-B(DG)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E – SPECIFICATIONS

Bid Title: Grounds Maintenance, Public Works Medians, Right Of Way & Outparcels

Bid Number: 21-0074-B(DG)

A. OBJECTIVE

To provide grounds maintenance services for cyclical maintenance of landscaped roadway medians, adjoining right-of-ways and related storm water mitigation ponds and county-owned outparcels, along the entire distance of designated roadways.

Ensure Public Health, Safety, and Welfare

- 2.5 Enhance pedestrian and bicycle safety

Practice Superior Environmental Stewardship

- 3.1 Implement green technologies and practices where practical
- 3.3 Protect and improve the quality of our water, air, and other natural resources

Deliver First Class Services to the Public and Our Customers

- 5.2 Be responsible stewards of the public's resources
- 5.3 Ensure effective and efficient delivery of county services and support
- 5.4 Strive to exceed customer expectations

B. BACKGROUND:

The Pinellas County Public Works Department requires the work described in the contract specifications below. Work consists of general care and maintenance to the full width of the right-of-way, vegetation within public roadsides and medians, as well as the maintenance of pond sites owned or operated by the Pinellas County Public Works Department. The Contractor shall furnish all personnel, supervision, equipment, materials, labor, tools, transportation, and supplies necessary to complete the work in accordance with the specifications, procedures, and terms of the contract. The work has been segmented into three (3) zone areas; North, Central, and South. **Work will be awarded to the lowest responsible bidder in each zone. A Contractor may choose to bid on one or more zone areas.**

C. REQUIREMENTS:

The Contractor must adhere to the County's requirements for licenses, certifications and permits. Contractor must maintain communication with designated County staff following the requirements of the established schedule and with submitting appropriate reports and documentation.

1. NON-PERFORMANCE:

Contractor will ensure that each maintenance cycle is satisfactorily and thoroughly performed as outlined in these specifications. Deliverables include all related tasks (example: mowing includes all hand and mechanical mowing, edging, blowing/sweeping, litter/debris removal and grass clump dispersal). Contractor will also ensure that all work associated with each maintenance cycle is fully completed within the designated time schedule.

Consistent acts of non-performance as determined by the County shall be deemed a breach of contract obligation and may lead to contract cancellation with cause.

2. SUBCONTRACTORS:

- a. The use of subcontractors is allowable. The Contractor may subcontract certain procedures or operations as required. There is no limitation on the quantity of subcontractors, however Pinellas County reserves the right to approve or reject the use of a subcontractor based on work performance.
- b. Subcontractors must be approved by the designated County Representative prior to the initiation of any work.

SECTION E – SPECIFICATIONS

- c. Proof of proper licensing and insurance for subcontractor shall be provided upon request.
- d. The Contractor shall be held responsible for all work performed by their subcontractor(s).

3. NOISE ABATEMENT:

Contractor must adhere to the all Federal, State, County and City ordinances to include noise abatement.

4. SUSTAINABILITY:

- a. Pinellas County's Comprehensive Plan includes the following items that are pertinent to this contract.
 - Policy 7.1.9: "Pinellas County shall continue to utilize environmentally beneficial landscape principles, incorporating low maintenance design, integrated pesticide management and will incorporate Florida Yard and Neighborhoods landscape materials and designs, at all new or re-landscaped County properties".
 - Policy 7.3.3: "Recognize that protection and enhancement of the native tree canopy is integral to the County's sustainability ethic and contributes incrementally to improving the local and global climate".
 - Policy 6.1.5: "In recognition of the County's near built-out condition and the fragile balance between the urban interface and its regional parks system and environmental lands, Pinellas County will institutionalize sustainability ethics as a way to help the County's natural reservations remain intact for habitat value and the enjoyment and benefit of future generations".

Pinellas County strongly urges the Contractor to implement procedures and practices in carrying out this contract that protect the environment and also conserve energy and natural resources, especially water.

The Contractor is encouraged to become a Green Business Partnership (GBP) which is a voluntary assessment that recognizes businesses, business organizations and local governments for their environmental stewardship and sustainable practices offered through the University of Florida/IFAS Pinellas County Extension, it encourages conservation of resources, waste reduction, energy conservation and cost savings.

- b. Specific practices that the Contractor is encouraged to use include the following statements:
 - 1) Vehicles and gasoline-powered equipment shall be maintained in such a manner as to reduce emissions and noise pollution.
 - 2) Maintenance activities shall be conducted in such a manner as to not pollute or impact storm water systems which would then impact the watershed to which they belong.
 - 3) Where possible the Contractor shall follow principles and practices that reduce waste and include recycling.
 - 4) Landscape debris generated as a result of maintenance activities of this contract should be composted by the Contractor or through Pinellas County Solid Waste.
 - 5) In addition, the Contractor shall avoid practices that result in the spread of exotic invasive plants
 - 6) Plants listed as Category I invasive exotics from the Florida Exotic Pest Plant Council (FLEPPC) should be treated with appropriated herbicides and/or removed when they occur in areas being maintained under this contract.

5. LICENSES / CERTIFICATIONS / PERMITS:

- a. Bidder will supply all necessary licenses, certifications and permits to do the required work with the bid submittal or prior to award.
- b. 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 at prior to award.
- c. Contractors' personnel shall be trained, licensed and/or certified to comply with all applicable laws, statutes, ordinances, rules including, but not limited to:
 - 1) **Best Management Practices:** All landscape maintenance work must be performed by staff certified in Pinellas County Landscape Best Management (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 Pinellas County Landscape BMP Certification. The

SECTION E – SPECIFICATIONS

Contractor must comply with all rules, regulations and guidelines contained in the ordinance, especially as it relates to handling plant debris/grass clippings generated by maintenance activities (copy of ordinance)

- 2) **Pest Control Operator Certification:** Bidder or subcontractor of the bidder must possess a Pest Control 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.
- 3) **Worksite Traffic Supervisor:** Bidder or subcontractor of the bidder must be certified in accordance with Florida Department of Transportation (FDOT) Intermediate Temporary Traffic Control. If traffic control is required, the Manual on Uniform Traffic Devices and the Roadway and Traffic Design Standards, Section 600, shall be used.
- 4) **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).
- 5) **Occupational Safety and Health Administration** (OSHA) safety standards.

6. 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 (**Attachment 1 – Asset Management**).

7. 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 insure 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) Possess FDACS identification card when applying pesticides and fertilizers.
 - 3) Must possess Pinellas County BMP certification per Pinellas County Landscape Maintenance and Fertilizer Ordinance.
 - 4) Wear company uniforms.
 - 5) Interact courteously with the public and County staff.

SECTION E – SPECIFICATIONS

8. 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 issue of the NTP, 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.

9. 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.

10. 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. Contractor's workmen shall wear clothing that comply with Florida Department of Transportation (FDOT) standards when performing any contractual work operations.
- e. The designated County Representative may require the usage of advance warning signs. If traffic control is required, then the FDOT Manual on Uniform Traffic Control Devices and the Roadway and Traffic Design Standards, Section 600 shall be utilized.
- f. 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.
- g. Equipment and supply storage: the 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.
- h. 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.
- i. 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.

SECTION E – SPECIFICATIONS

- j. 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.

11. SCHEDULE / REPORTS

- a. The Contractor shall supply the following documents. These reports are to provide documentation of projected service plans for distribution to the public as well as services rendered. A Weekly Landscape Maintenance Report example shall be included with bid submittal, titled "Weekly Report.pdf."
- **WEEKLY PLANNING SCHEDULE:** Due one week prior to start dates and shall indicate projected service dates for each segment of the designated group, location of work and type of work performed. This form is required when work will be done as scheduled and agreed upon by Contractor and Pinellas County Representative. Invoicing received without these supporting schedules is subject to non-payment.
 - **WEEKLY WORK REPORT:** Due each Monday when work has been performed on the contract in the preceding week. Reports shall indicate service dates, locations and type of work performed for all work as part of the contract. Invoicing received without these supporting reports is subject to non-payment.
- b. Any authorization for additional work shall be in writing. Failure to secure written authorization before doing additional work shall be deemed as unauthorized work and shall result in non-payment of related invoices.

12. TEMPORARY TRAFFIC CONTROL

- 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. The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the approved Temporary Traffic Control Plan and latest editions of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 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.. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-1. If the Contractor implements lane closure, they shall comply with FDOT Standard Index 623.
- d. Watering operations shall comply with Florida Department of Transportation Standard Index 627.
- e. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-1.
- f. If Contractor implements lane closure, then comply with FDOT Standard Index 600.
- g. The Contractor shall submit with the bid submittal, proof of a Worksite Traffic Supervisor certified in accordance with FDOT Intermediate Temporary Traffic Control.
- h. Vendor should submit their Traffic Safety Plan prior to award. The Traffic Safety Plan is to be reviewed and approved by the County's Public Works Urban Forestry and Landscape Services 4550 126th Avenue N., Clearwater, FL 33762.
- i. Maintain a copy of the approved Temporary Traffic Control Plan during work.
- j. Costs associated with temporary traffic control are to be factored into the landscape maintenance pay items.

SECTION E – SPECIFICATIONS

13. POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

- a. Contractor will follow all rules and regulations for both dry and wet Storm Water Retention Ponds as outlined by National Pollutant Discharge Elimination System (NPDES) requirements and any local ordinances. This includes, but is not limited to, any records, logs and reports required and shall be delivered to the designated County Representative on the first working day of each calendar quarter. Cycle invoices shall include number of bags of trash collected by Contractor
- b. Contractor must comply with NPDES guidelines in accordance to Pinellas County Code Article XIII, Chapter 58, Ordinance 10-06: The Landscape Maintenance and Fertilizer Use and Application Ordinance.

14. 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.

15. WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS

- a. Work shall not be permitted on Saturdays, Sundays and recognized holidays unless 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.
- b. When notification is given in accordance with the provisions stated above, work shall be allowed on: County designated holidays include: New Year's 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.

16. LOCATIONS AND ACREAGE

- a. See **Table A** for locations of County property acreage for turf and landscape maintenance services.
- b. Right-of-Way clearances for the entire distance of the roadway sections identified in this contract are the responsibility of the Contractor. Contractor must inspect regularly for clearance issues and must respond within seventy-two (72) hours of written notification forwarded by the County Representative to complaints lodged by citizens or county staff.
- c. Individual property owners may occasionally or even regularly perform landscape maintenance functions in the right-of-way, however, this does not preclude the Contractor's responsibility to perform the contracted services on the entire contracted areas during a given cycle unless area, unless specifically excluded.

D. SCOPE OF WORK**1. 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. Work has been staged into three (3) zones; North, Central, and South and each consists of two (2) Maintenance Classes of work. Work will be awarded to the lowest responsible bidder in each zone. Contractor may choose to bid one or more zones.

2. MAINTENANCE CYCLES

- a. Work consists of two (2) Maintenance Classes that require 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
 - **Once (1X) per month from SEPTEMBER to JUNE**
 - **Twice (2X) per month from JULY and AUGUST.**
 - **Not to exceed fourteen (14) cycles per year.**

SECTION E – SPECIFICATIONS

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 provide establish the specific cycle start dates.

- c. Additional cycle requests will be based upon existing cycle pricing as bid for that zone.
- d. **Maintenance Class 1 – (Roadway Medians and Right-of-Ways)**
 - 1) Litter Collection: Remove all trash and debris prior to mowing (including at bridges).
 - 2) 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.
 - 3) Mow all turf areas with a mower that results in a clean-cut appearance.
 - 4) Maintain landscape beds and perform weed control, bed edging and shrub/tree pruning.
 - 5) Use mechanical or chemical control of weeds in separators, curbs, sidewalks, poles, walkways, rails, etc. Weeds exceeding six (6) inches height shall be cut and sprayed with herbicide (with indicator).
 - 6) Remove all sucker growth from trees in landscape.
 - 7) Remove all unwanted vegetation including but not limited to vines in landscape, trees, and at fences.
 - 8) Mechanical edge curbs and asphalt road edges and both sides of sidewalks.
 - 9) Mechanical trim ditch bottoms and around pipe inlets and drainage control structures.
 - 10) 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.
- e. **Maintenance Class 2 – (Ponds and Outparcels)**
 - 1) Litter Collection – remove all trash and debris prior to mowing.
 - 2) Mow all turf areas with a mower that leaves the appearance of a finish cut.
 - 3) Mechanical and/or chemical control of weeds along fences and drainage structures.
 - 4) Mechanical and/or chemical control of vines along fences and on trees.
 - 5) Blow off impervious surfaces and drainage structures.
- f. **Landscape Maintenance Tasks**
 - 1) The work specified under this Section consists of a variety of landscape maintenance tasks to be completed with each cycle.
 - 2) All work must be inspected and verified as fully completed by Pinellas County before payment will be approved and processed for payment.
 - 3) The work specified under this Section shall be paid at the contract unit price per acre for Maintenance Classes 1 and 2.
 - 4) All landscape maintenance tasks shall be done in accordance with all Federal, State and local laws and ordinances.

SECTION E – SPECIFICATIONS

- 5) 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.

g. 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.

- 1) 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.
- 2) 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 subdivided by the mower that shall result in an objectionable appearance at no additional cost to the County.
- 3) The litter removal operation shall be performed concurrently with each cycle.
- 4) All areas to be mowed shall require the removal of debris or obstructions immediately prior to the initiation of mowing operations.
- 5) 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.
- 6) 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.
- 7) Storage or stockpiling of litter or debris within the project limits shall not be permitted.
- 8) 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.

h. Turf and Slope Mowing

- 1) Mowing of all green areas shall be accomplished with each cycle unless approved by Designated County Representative.
- 2) 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.
- 3) Prior to mowing any area, paper and other litter shall be removed.
- 4) 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.
- 5) 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.
- 6) 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.).
- 7) 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.

SECTION E – SPECIFICATIONS

- 8) The Contractor shall replace any landscape material that is damaged by the Contractor or any agents of the Contractor, at the Contractor's expense.
- 9) All slopes greater or steeper than 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.

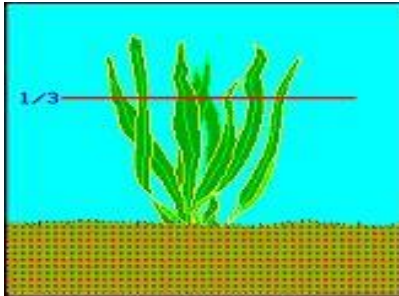


Figure 2 - Remove no more than 1/3 of the grass blade during a mowing cycle



Figure 2 - Remove Large Clumps of Clippings by Mechanical Blowing or Collecting

i. Edging

- 1) Contractor will edge tree rings, plant beds and both sides of the sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass concurrently with mowing during the growing season.
- 2) Isolated trees and shrubs growing in turf areas will require mulched areas around them (minimum 2-foot diameter) to avoid bark injury from mowers and string trimmers.
- 3) The trimming operation along the edges of all curbs; drainage structures, sign posts, light poles and other appurtenances shall occur concurrently with landscape maintenance operations.
- 4) All plant beds are to be maintained to have a clean edge including at curbs.
- 5) 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.

j. Blowing/Plant Debris Removal

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.

SECTION E – SPECIFICATIONS

- 6) Adjacent streets and walkways are to be swept or blown off concurrently with landscape maintenance operation.

k. **Right-of-Way Clearing**

- 1) Each maintenance cycle includes pruning trees and shrubs along all portions of the designated roadway to maintain a ten (10') feet vertical clearance over all sidewalks and two (2') feet horizontal from the back edge of sidewalks.
- 2) A Certified Arborist must be on site only during tree trimming activities above (10') feet.
- 3) An eight (8') foot vertical clear-zone on roadway edges shall be maintained as well as maintaining clear sight lines for signs and traffic control devices.
- 4) When issues related to traffic safety and sight-lines are identified, it shall be the Contractor's responsibility to respond within 48 hours after receiving written notification to mitigate the issue.

l. **Ponds, Slopes and Storm Water Related Areas**

Pinellas County is responsible for the maintenance of various types of ponds for stormwater 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 requirements of each type of ponds. Damage to and the required repair to structures, plantings and turf caused by the Contractor's maintenance activities are the sole responsibility of the Contractor.

m. **Landscape Materials and Environmental Pond Plantings**

- 1) 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.
- 2) 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.
- 3) Damage to the banks, bottoms or tops of drainage ponds caused by equipment including rutting shall be repaired immediately at the expense of the Contractor within 48 hours of incident and/or upon notification by Pinellas County. If not completed within a reasonable time frame, the County reserves the right to make the repair using any resources available and deduct the cost of those repairs from the Contractor's future payment.

n. **Pond & Parcel Designations**

- **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.
- **DE = Dry Pond with Effluent Filter:** Filter system usually located at the lower side slope and may be in one or more beds in the pond bottom. Ponds should recover to the filter control elevation with 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.
- **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.
- **DS = Dry Storage:** A filter system typically located in lower side slope and may be in one or more beds in the bottom. Ponds should recover to the filter control elevation within 72 hours following the last of storm water runoff arriving at the pond. Typically has a grass bottom requiring mowing. Hand mowing may be required to avoid damaging filtration beds.

SECTION E – SPECIFICATIONS

- **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.
 - **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. Mowed 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 MOWED.** Grass areas to be mowed include berm and side slopes to the water's edge or limits of plantings.
 - **OP = Out Parcel:** Parcel of land typically contiguous with the right-of-way. Mowing requirements same as the remainder of road corridor.
 - **OTH = Ponds or parcels not meeting above designations.** Mowing requirements vary.
 - **TS = Treatment Swale:** Grassed swale. Mowing requirements same as dry pond.
 - **SS = Special System:** Designation previously used to for attenuation ponds, or wetlands used as part of a permitted storm water system, or features that do not conform to one of the above definitions. Depending on specifics there may or may not be mowing requirements.
 - **UE = Underground exfiltration system:** A storm water facility that employs a filter bed or box for treatment purposes. Historically used to keep improvements within road right-of-way avoiding land acquisition for surface systems. Systems can be constructed under pavement or behind curb within right-of-way. Mowing requirements same as the remainder of road corridor.
 - **US = Underground pipe storage:** Balance of the underground exfiltration system holding the required storm water volume. Mowing requirements same as the remainder of road corridor.
 - **WE=We Pond with Effluent Filtration:** Water quality treatment through filtration. No littoral vegetation (biological) requirements. Filter system is in side 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.
 - **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.
- 1) 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.
 - 2) 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. Slope mowers or other equipment specifically designed for such conditions may also be used to maintain these areas.
 - 3) **Contours:** Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours

o. Weeding

- 1) 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.
- 2) 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.
- 3) Contractor must use a blue tracker dye to document application locations for inspection purposes.
- 4) In no case, will manual or mechanical methods used be allowed to cause damage to plants or tree/shrub bark.

SECTION E – SPECIFICATIONS

- 5) Chemical edging can be used around fence lines, walkways and curbing.
- 6) A pre-emergent granular herbicide may be applied at the Contractor's option and expense to reduce weed growth.
- 7) The plant beds and mulch areas shall have their bed lines edged with each maintenance cycle to prevent weed and grass intrusion.
- 8) The cost of weed and grass removal and re-mulching shall be included in the unit price of the Maintenance.

p. **Tree/Shrub/Palm Pruning**

- 1) Pruning is to be performed using staff supervised in the field by personnel trained and/or certified in Horticulture or landscape maintenance.
- 2) A Certified Arborist is NOT required to be on site for tree trimming activities under ten (10') feet. Pruning shall be performed so that plants maintain a healthy and vigorous appearance.
- 3) A Certified Arborist is required to be on site for trimming activities over ten (10') feet.
- 4) 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 sight-lines in medians or ROW
 - Removal of boots and spent seedpods from palms within the project limits
- 5) 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.
- 6) Crape Myrtles SHALL NOT be hard-pruned or topped or pollarded and shall not have twigs larger than one quarter (¼) inch in diameter removed except for where they interfere with mowing operations or create sight-line hazards.
- 7) 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.
- 8) When pruning Palm trees with a clear trunk greater than ten (10') feet per Florida Grades and Standards, palms will be estimated and invoiced using miscellaneous services pricing submitted with bid.
- 9) Pruning of fronds shall not exceed horizontal 9:00 and 3:00 o'clock positions. Boot pruning and seed pod removal is included
- 10) Palm pruning shall be invoiced separately following completion.
- 11) 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.
- 12) All trimmings are to be removed from County property on the same day of service.
- 13) Pruning shall be done 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 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).

SECTION E – SPECIFICATIONS**q. Mulching**

- 1) Upon request from County Representative, landscaped areas shall have mulch refurbished once a year November - March.
- 2) Mulch should be no less than two (2") inches and not to exceed three (3") in depth. Mulch should not be in contact with tree or shrub trunks or bury branches.
- 3) The Contractor shall use free recycled mulch generated by Pinellas County Solid Waste Department. Transport and transport charges associated with usage of this recycled mulch shall be at the Contractor's expense.
- 4) The Contractor may at his discretion add additional mulch as a deterrent for weed growth and the cost of this additional mulching shall be included in the unit price of the maintenance.
- 5) To prevent weed growth the mulch may be treated with a pre-emergent granular herbicide applied at the Contractor's option and expense
- 6) The cost of re-mulching shall be invoiced separately under the unspecified services activities. Use of any portion of this pay item shall require written pre-approval by the Urban Forestry and Landscape Services Manager or designee.

For more information on obtaining County recycled mulch, please contact:

Pinellas County Solid Waste Department
Administration Reception
3115 114th Avenue N
St. Petersburg, FL 33716
Phone Number: 727-464-7500

r. Pest Control

- 1) At the Contractor's discretion and expense, pre-emergent herbicides may be applied to beds to reduce the number of weeds.
- 2) 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
- 3) Tracer dye shall be used for purposes of verification of the herbicide application.
- 4) Manual weed removal may be used in beds with ornamental grasses or other plants sensitive to herbicides
- 5) The Contractor shall comply with all local, state and federal regulations concerning the application of pesticides
- 6) All of the Contractor's employees applying chemicals shall be licensed or certified in accordance with all federal, state and local requirements. Evidence of appropriate license shall be provided to the County Representative at any time upon written or electronic notification.
- 7) A summary of any pesticide applications shall be supplied to the County Representative within 3 business days of such applications. All products to be used as part of the contract must be approved for use in advance by the designated County representative.
- 8) The Contractor should report damage to existing facilities encountered during the contract period to insure remediation of facilities when the Contractor's work is done
- 9) 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.

SECTION E – SPECIFICATIONS

- 10) The Contractor shall be responsible for any damage to County property or adjoining public or private property as a result of chemical application, drift and/or chemical spill.
- 11) Public notification placard(s) shall be placed at all sites following pesticide or herbicide applications where required.
- 12) 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.

s. **Fertilizer**

- 1) 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 turf and 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>
- 2) 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://ffl.ifas.ufl.edu/professionals/BMP_overview.htm
- 3) Upon request from County representative, the Contractor will apply fertilizer twice annually in March and October.
- 4) The Contractor shall provide the County Representative with a copy of labels and application record.
- 5) Fertilizer will be blown or swept off of walks and drives into turf or beds.
- 6) The cost associated with fertilizing shall be included in the unit maintenance costs.
- 7) 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.

8) Insect and Disease Chemical Control

All pest control service are in addition to the basic contract charges. The vendors bid will be per square foot inclusive of materials and labor. -Cost will be per square foot bid, but mutually agreed before work should begin.

- a) An insect and disease control program shall be provided on an as-needed basis to insure healthy growth.
- b) The Contractor will advise the client or representative of insect or disease problems that are observed.
- c) Upon confirmation of a specific problem requiring treatment, the Contractor may be asked to apply pesticides as needed. Whenever possible use the least toxic, effective pesticide.
- d) All applications of pesticides and fertilizations will be performed when temperatures are below 90°F and wind drift is negligible.
- e) No pesticide will be applied to turf areas without the express approval of the client.
- f) This includes weed and feed formulations.
- g) The Contractor will keep records on pests identified and treatment(s) rendered for control.

SECTION E – SPECIFICATIONS

9) General Landscape Tasks

Includes one-time removal of plant material, extensive exotic invasive removal, handling of plant materials after being impacted by vehicles, removal of sight-line obstructions. Excludes anything covered in general specifications.

a) Watering

Watering of landscape plants may be requested on an as-needed basis on any roadway beautification project countywide. Use of any portion of this pay item shall require written pre-approval by the County Representative or designee.

- The Contractor must have the ability to respond to requests within 48 hours and be able to deliver a minimum of 6,000 gallons per day. This becomes effective where a written request is made by the County Representative or designee to perform watering services.
- Watering shall be applied so that the force from a water truck will not damage plants or destroy the mulch bed around each plant, and in an efficient manner so that excessive water is not wasted by being applied to hard surfaces.
- The Contractor shall, at no cost to the County, repair damage to plants from the force of the watering operations and replace plants drowned from excessive watering or dried from under-watering to the point where the plant is considered a cull.
- It is a requirement that the Contractor own or have documented access to an operational water truck with a minimum 2,000-gallon capacity that includes all FDOT required safety features.
- Use of an attenuator and shadow vehicle will also be required by the Pinellas County Director of Transportation.

Recycled water is available at no charge from:

Pinellas County South Cross Water Reclamation Facility
7401 54th Avenue North
St. Petersburg, FL 33709
Contact Telephone: (727) 582-7000

This facility is normally open seven days a week from 7:00 AM to 4:00 PM.

3. **BID/ PAY ITEMS**

The bid and pay items include all personnel, supervision, overhead, equipment, materials, labor, tools, transportation, and supplies necessary to mobilize and complete the work in accordance with these specifications.

a. **Maintenance Classes 1 and 2**

- 1) **Method of Measurement:** Work will be paid per cycle in 14 equal payments at 1/14 of the lump sum total of the contract upon completion of each contracted work cycle. It is understood that the workload is heavier during the summer cycles and less during winter cycles. Based on actual completion date, the payment per cycle the County may institute includes the following pay schedule:

Completion of work on or before the full cycle deadline date – full cycle compensation. No payment will be made until cycle is completed inspected by the County Representative.

Non-completion of work: at any time 15 days or more after deadline date – County reserves the right to complete the cycle using other Contractors or county staff utilizing funding designated for the cycle, up to the full amount, to compensate other entities for the work required. Contractor will be deducted the amount on their next billing. Contractor will be considered in default of the contract.

- 2) **Basis of Payment:** Measured per each maintenance cycle fully completed and inspected by the County Representative and accepted as complete, payable at the contract price bid per each maintenance cycle.

b. **Unspecified Services**

Provide services that may be required due to unexpected conditions or events related to the scope of work not defined in these specifications. Unspecified work is not guaranteed as part of the contract and must be properly

SECTION E – SPECIFICATIONS

authorized by the County before performed. Unspecified work is also listed under No. 10 Work Cycle Unspecified Services.

- 1) **Method of Measurement:** The quantity of monies negotiated, approved and accepted by the County.
- 2) **Basis of Payment:** Payable at the lump sum price per each occurrence.

c. **Miscellaneous Services**

Provide miscellaneous services as identified within the Bid Summary Page

4. **MISCELLANEOUS SERVICES**

a. **Work Cycles**

The contract shall include pricing under miscellaneous services to do limited service cycles upon request from the County. These limited service cycles, with typically seventy-two (72) hours or less notice is:

- Litter/Trash Pickup – remove accumulated litter and other debris from the right-of-way.
- Landscape Median Maintenance – may include weeding, mulching, trimming, pruning of plant materials in landscaped medians only.
- Right-of-Way Clearance – thorough right-of-way pruning in all or parts of the corridors to remove hazards or obstructions over sidewalks or roadways.
- Mowing Only – to perform a cycle to the mow contracted turf areas only.

Miscellaneous services are not guaranteed as part of the contract and must be properly authorized by the County before performed. Miscellaneous Services also listed in Section 11(o) Landscape Maintenance Tasks Unspecified Work.

b. **Other Services**

Unspecified work is defined as 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 by the County before performed. Unspecified work is also listed under No. 10 Work Cycle Unspecified Services. Additional work may include:

- **TREE, SHRUB, PERENNIAL, GROUND COVER OR TURF GRASS PLANTING OR REPLACEMENT:** Upon request by the County the Contractor may be requested to replace or install additional plant materials in the contracted locations.

The County Representative shall inspect and approve all plant material at the planting site or other designated location prior to installation.

Request for inspection and approval shall be in writing. Plant materials not inspected prior to installation may require removal and replacement.

All plant materials shall be Florida No. 1 Grade or better as described in Grades and Standards for Nursery Plants, state of Florida, latest edition, unless otherwise approved by the County Representative or designee.

Installation shall be done in accordance to guidelines as set forth in "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" Florida Department of Environmental Protection.

Turf grass sod shall be certified tropical soda apple free.

The Contractor shall warranty, care for and maintain all newly planted trees, shrubs, and plants to achieve a healthy, vigorous condition for 12 months after installation.

- This is defined as live foliage out to the tips of all branches and stems and a plant that is bigger ten months after planting, than at planting.
- For palms, this is defined as having healthy, vigorous growth with new fronds that are green in color developing with no necrosis or chlorosis.

SECTION E – SPECIFICATIONS

- The Contractor shall NOT be responsible for unforeseen incidences, such as lightning or traffic damage. In the tenth month after acceptance a County representative and a Contractor representative shall walk the site to assess installed plant material and determine replacement needs.
- The Contractor shall replace any trees, shrubs, or plants that have declined below their pre-planting size, or have not grown as determined by the assessment. Any replacement materials shall meet the original criteria and be guaranteed for 12 months from their installation date.
- Liquidated damages may be assessed for each calendar day after the one-year anniversary date that replacement plantings are late.
- Exceptions may be made for unavailable materials verified with the County Representative.
- The County reserves the right to approve all replacements. Replacements shall also be watered at a sufficient rate and frequency to ensure proper establishment. The Contractor, at no cost to the County, shall do establishment watering for replacement plants.
- All plant replacements shall be marked with flags by the Contractor for recognition for watering and guarantee purposes.

SECTION F – BID SUMMARY

Bid Title: Grounds Maintenance, PW Medians, ROW & Outparcels

Bid Number: 21-0074-B(DG)

See Section F – Bid Submittal and Summary (Microsoft Excel) attachment

Table A

PUBLIC WORKS MEDIAN/RIGHT-OF-WAY AND OUTPARCEL SITE LOCATIONS

NORTH GROUP: Maintenance of Median, Separators, Ponds and Right-of-Way. Group North Pinellas County includes landscape maintenance work on specified roadway areas north of Curlew Road;

LOCATION NUMBER	NORTH GROUP LOCATIONS Medians, R-O-W, and related ponds and outparcels	MAINTENANCE CLASS (ACRES)		TOTAL ACRES (1 & 2)	ANNUAL CYCLES
		1	2		
1	Keystone Road	22.99	12.75	35.74	14
	Keystone Road from US HWY 19 to east of East Lake Rd including DP93, DP94, WL149, WL150, OTH1, WL151, M150, M151, WL152, WL153, WL90				
2	Klosterman Road	1.92	1.17	3.09	14
	Klosterman Road from US HWY 19 to Alt US HWY 19 including WL54, M137, SS26				
3	Alderman Road	3.09	2.09	5.18	14
	Alderman Road from Alt US HWY19 to US HWY 19 including DP20, DP21, DP22, DP23				
4	Tampa Road	10.46	4.11	14.57	14
	Tampa Road from Alt US HWY 19 to Pinellas/Hillsborough county line including WL67, WL68, WL69, WL70				
5	McMullen Booth Road / East Lake Road	24.55	4.48	29.03	14
	McMullen Booth/East Lake Road from Curlew Road to Bayside Bridge including East Lake Business, WL62, M86, WL63, M106, M85, WL64, WL65, WL66				
6	County Road 1 (CR1) / Omaha Street	13.60	6.73	20.33	14
	CR1/Omaha Street from Curlew Road to Alderman Road including DP28, DP32, SS39, AP7, DP34, DP35, DP36, and medians (3) on New York Avenue, (3) on Columbia Avenue, (4) on Pennsylvania Avenue, (1) on Georgia Avenue, (2) on Michigan Avenue, (3) on Wisconsin Avenue, (1) on 11 th Street between Indiana Avenue and Pennsylvania Avenue				
7	Belcher Road	20.18	7.20	27.38	14
	Belcher Road from Curlew Road to Klosterman Road including SS35 End of Bee Pond Road west of Belcher Road, MWL3, WL24, M43, MWL2, SS4, AP9, M108				

SECTION F – BID SUMMARY

CENTRAL GROUP: Maintenance of Median, Separators, Ponds and Right-of-Way. Group Central Pinellas County includes landscape maintenance work on specified roadway areas bounded primarily by Curlew Road on the north and East Bay (SR 686) on the south.

LOCATION NUMBER	CENTRAL GROUP LOCATIONS Medians, R-O-W, and related ponds and outparcels	MAINTENANCE CLASS (ACRES)		TOTAL ACRES (1 & 2)	ANNUAL CYCLES
		1	2		
1	Sunset Point Road				
	Sunset Point Road from Keene Road to McMullen Booth Road including M112, DE103	6.30	1.15	7.45	14
2	Belcher Road				
	Belcher Road from East Bay Drive to Curlew Road including DE108 <ul style="list-style-type: none"> • OP46 SW Corner of Belcher and Dell Avenue • OP44 East side of Belcher between Coit Road and Rose Lane • OP43 East side of Belcher between Euclid Circle and Coit Road • OP42 SE corner of Belcher & Euclid Circle • OP38 SW corner of Belcher Road and Greenbriar Blvd. 	26.33	0.31	26.64	14
3	County Road 1 (CR1) / Keene Road				
	CR 1/Keene Road from East Bay Drive to Curlew Road including DE107, WL107, WL114, WL53, M60, M61, WL115, M59, WL106, WL21, WL17, SS29, SS37, SS30, and lot at corner of CR1 & Sparkling Court	24.42	6.18	30.60	14
4	McMullen Booth Road				
	McMullen Booth Road from Curlew Road to Bayside Bridge includes WL44, DE56, AP1, AP2, AP3, OP18, OP22, OP23, AP4, DE89, DE104, M66, WL56, WL57, WL58, WL60, DE93, OP16, M135, M51, CDS1, DE92, M67, M68, M69, M88, M89,	52.84	14.49	67.33	14

SECTION F – BID SUMMARY

SOUTH GROUP: Maintenance of Median, Separators, Ponds and Right-of-Way. Group South Pinellas County includes landscape maintenance work on roadway areas south of East Bay Drive (SR 686).

LOCATION NUMBER	SOUTH GROUP LOCATIONS Medians, R-O-W, and related ponds and outparcels	MAINTENANCE CLASS		TOTAL ACRES (1 & 2)	ANNUAL CYCLES
		1	2		
1	113th Street North / Ridge Road	17.04	4.54	21.58	14
	113 th Street North from 102 nd Avenue North to West Bay Drive including MWL103				
2	Park Boulevard	12.98	0.59	13.57	14
	Park Boulevard from Intracoastal Waterway to 66 th Street North, including WL48 (NOTE: medians from 120 th St. N. to Starkey Road maintained by City of Seminole)				
3	102nd Avenue North / County Road 296 / Bryan Dairy Road /	22.41	22.30	42.86	14
	102 nd Avenue North / CR 296 / Bryan Dairy Road / 118 th Avenue North from Seminole Blvd to 49 th Street including (2) county owned lots on Frontage Road between 92 nd Street North and 109 th Terrace N, (2) county owned lots on south side of road west of HWY US19, WL12, M46, M11, M47, OP32, OP39, OP34, WL13, DP6, M12, M13, DP7, M14, WL14, DE74, WL125, WL126, WL127, WL128, M132, WL129, M130, OP14, WL2, M3, M1, M2, WL3, SS14, SS16, WE4 <ul style="list-style-type: none"> • Outparcel located on south side of Bryan Dairy Road from 58th Avenue North to 59th Way North • Outparcel located on the corner of 72nd Street North and 112th Avenue North • Outparcel located West of 66th St N between Bryan Dairy and Park Village Condominiums. 				
4	49th Street North	15.11	15.52	30.63	14
	49 th Street North from Bayside Bridge to US HWY 19 overpass and from 62 nd Avenue North to 38 th Avenue North including WL43, M50, WL42, M49, WL41, WL40, WL38, AP5, WL9, WL8, WL6, M5, M6, WL5, WL1 (NOTE: Section from US HWY 19 to 62 nd Ave N maintained by City of Pinellas Park)				
5	Belcher Road	11.69	3.35	15.04	14
	Belcher Road from 70 th Avenue North to East Bay Drive including WL118, AP10, WL148, WL34, WL35 (NOTE: portions maintained by City of Largo)				

SECTION F – BID SUMMARY

The following checklist is included to help ensure all the items are included with your bid submittals necessary to complete a thorough evaluation of your bid response.

Items checked should be included with your bid submittal. Additional documentation may be requested by the County to ensure contract compliance.

√	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID
	Sign the Bidder Acceptance Form	1	√
	Current Certificate(s) of Insurance		√
	Complete Vendor References Form		√
	List of Equipment – Asset Management	Attachment 1	√
	List of Landscape BMP certifications		√
	Pesticide Application license		√
	Fertilizer Application license		√
	Certified Arborist Certification		√
	Maintenance of Traffic Certification		√
	Example of Weekly Work Report		√
	Sign the Addenda Acknowledgement Form (if applicable)		√

SECTION F – BID SUMMARY

Bid Title: Grounds Maintenance, PW Medians, ROW & Outparcels

Bid Number: 21-0074-B(DG)

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

Would your company accept to participate in the ePayables credit card program?

Yes

No

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Business name, if different from above
Check appropriate box: Individual/Sole proprietor, Corporation, Partnership, Limited liability company, Other
Address (number, street, and apt. or suite no.), City, state, and ZIP code, List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here
Signature of U.S. person
Date

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Bid Title: Grounds Maintenance, PW Medians, ROW & Outparcels

Bid No: 21-0074-B(DG)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department’s website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category ‘Current Bids’.

SECTION H - STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. *Thank you.*

We, the undersigned have declined to submit a bid for No. **21-0074-B(DG)** for **Grounds Maintenance, PW Medians, ROW & Outparcels**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

EXHIBIT A

PART II - PINELLAS COUNTY CODE
Chapter 58 - ENVIRONMENT
ARTICLE XIII. - LANDSCAPE MAINTENANCE AND FERTILIZER USE AND APPLICATION

Sec. 58-471. - Findings of fact.

As a result of adverse impacts to Pinellas County waters caused by excessive nutrients resulting from improper landscape maintenance practices and the incorrect or unnecessary application of fertilizers containing phosphorus and/or nitrogen, the Pinellas County Board of County Commissioners has determined that the lands and waters of Pinellas County are at particularly high risk for adverse effects to surface and ground water from such fertilizer containing phosphorus and/or nitrogen, particularly when not applied in accordance with best management practices established by the Florida Department of Environmental Protection (FDEP), the Florida Department of Agriculture and Consumer Services (DACCS), and the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS).

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-472. - Purpose and intent.

This article regulates the proper use of fertilizers by any applicator and requires proper training of commercial and institutional fertilizer applicators and landscape maintenance companies by establishing a restricted season for fertilizer application, fertilizer-free zones, low maintenance zones, exemptions, training, and licensing requirements. The article requires the use of best management practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers and improper landscape maintenance practices. These secondary and cumulative effects have been observed in and on Pinellas County's natural and artificial stormwater and drainage conveyances, rivers, lakes, canals, estuaries, interior freshwater wetlands, and Tampa Bay. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of Pinellas County residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and artificial stormwater and drainage conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-473. - Definitions.

For this article, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise. *Administrator* means the Pinellas County Administrator, or an administrative official of Pinellas County government designated by the county administrator to administer and enforce the provisions of this article.

Application or *apply* means the actual physical deposit of fertilizer to turf or landscape plants.

Applicator means any person who applies fertilizer on turf and/or landscape plants in Pinellas County.

Article means [Chapter 58](#), Article XIII of the Pinellas County Code of Ordinances, as amended, unless otherwise specified.

Board means the Board of County Commissioners of Pinellas County, Florida.

Best management practices or *BMP* means turf and landscape practices which minimize the negative environmental impacts of installation and maintenance of landscapes.

Code enforcement officer, official, or inspector means any designated employee or agent of Pinellas County whose duty it is to enforce codes and ordinances enacted by Pinellas County.

Commercial fertilizer applicator means any person who applies fertilizer on turf and/or landscape plants in Pinellas County in exchange for money, goods, services or other valuable consideration.

Fertilize, fertilizing, or fertilization means the act of applying fertilizer to turf, specialized turf, or landscape plants.

Fertilizer means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Granular means composed of small grains or particles.

Institutional applicator means any person, other than a noncommercial or commercial applicator, that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners and managers of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant or prevents infiltration by stormwater. It includes roofed areas and surfaces such as compacted sand, limerock, or clay, as well as conventionally surfaced streets, sidewalks, parking lots, and other similar surfaces.

Landscape plant means any native or exotic tree, shrub, or groundcover (excluding turf).

Landscape maintenance means activities carried out to manage and maintain landscape plants including but not limited to mowing, edging, and trimming.

Low maintenance zone means an area a minimum of six feet wide adjacent to water courses which is planted with non-turf grass vegetation and managed in order to minimize the need for fertilization, watering, mowing, etc.

Pasture means land used for livestock grazing that is managed to provide feed value.

Person means any human being, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

Pinellas County Approved Best Management Practices (BMP) Training Program means a training program approved by Pinellas County that includes, at a minimum, the BMPs associated with proper mowing, trimming, irrigation, and landscape debris management.

Restricted season means June 1 through September 30.

Site supervisor means the direct supervisor of landscape maintenance personnel.

Slow or controlled release fertilizer means a fertilizer containing a plant nutrient in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant significantly longer than a referenced "rapidly available nutrient fertilizer."

Specialized turf means areas of grass used for athletic fields, golf course practice and play areas, and other similar activities.

Specialized turf manager means a person responsible for fertilizing or directing the fertilization of specialized turf.

Surface water means fresh, brackish, saline or tidal waters, including but not limited to bays, rivers, lakes, streams, wetlands, springs, impoundments, as well as canals and other artificial water bodies.

Turf, sod, or lawn means a piece of grass-covered soil held together by the roots of the grass.

Vegetable garden means an area dedicated to the cultivation of edible plants.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-474. - Applicability.

This article shall be applicable to and shall regulate any and all applicators of fertilizer, areas of application of fertilizer, and landscape maintenance activities within Pinellas County, unless such applicator or activity is specifically exempted by the terms of this article from the regulatory provisions of this article.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-475. - Weather and seasonal restrictions.

(a) No applicator shall apply fertilizers containing nitrogen and/or phosphorous to turf and/or landscape plants during the restricted season from June 1 through September 30.

(b) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during a period for which the National Weather Service has issued any of the following advisories for any portion of Pinellas County: a severe thunderstorm warning or watch, flood warning or watch, tropical storm warning or watch, hurricane warning or watch, or if rain greater than or equal to two inches in a 24-hour period is forecasted.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-476. - Fertilizer content and application rate.

(a) Fertilizers shall be applied to turf and/or landscape plants at the recommended rate per the "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries", December 2008, as revised, with no more than four pounds of nitrogen per 1,000 feet² applied in any calendar year.

(b) No fertilizer containing phosphorus shall be applied to turf and/or landscape plants in Pinellas County, except where phosphorus deficiency has been demonstrated in the soil underlying the turf and/or landscape plants by a soil analysis test performed by a State of Florida-certified laboratory. Any person who obtains such a soil analysis test showing a phosphorus deficiency and who wishes to apply phosphorus to turf and/or landscape plants shall mail a copy of the test results to Pinellas County Watershed Management Division, Attention: Division Director, 300 South Garden Avenue, Clearwater, FL 33756 prior to the application of phosphorous.

(c) Nitrogen fertilizer shall not be applied on newly established turf or new landscape plants for the first 30 days.

(d) Granular fertilizers containing nitrogen applied to turf and/or landscape plants within Pinellas County shall contain no less than 50 percent slow release nitrogen per guaranteed analysis label.

(e) Liquid fertilizers containing nitrogen applied to turf and/or landscape plants within Pinellas County shall not be applied at a rate that exceeds 0.5 lbs/1,000 feet² per application.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-477. - Impervious surfaces and mode of application.

(a) Fertilizer shall not be applied or otherwise deposited on any impervious surfaces. Any fertilizer applied or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site or returned to the original or other appropriate container. Fertilizer shall not be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, drainage conveyances, roadways, or surface waters.

(b) Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreaders. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-478. - Fertilizer-free zones.

Fertilizer shall not be applied within ten feet from the top of bank of any surface water, landward edge of the top of a seawall, designated wetland or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code, as it may be amended or superseded).

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-479. - Management of grass clippings and vegetative material.

It shall be a violation of this section for any person to wash, sweep, blow or otherwise cause grass clippings, vegetative material, and/or vegetative debris to be deposited into stormwater drains, ditches, drainage conveyances, surface waters, or roadways.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-480. - Exemptions.

(a) The provisions set forth above in sections 58-475(a) and 58-476 of this article shall not apply to:

(1) Golf courses. For all golf courses, the provisions of the Florida Department of Environmental Protection (FDEP) document, "BMPs for the Enhancement of Environmental Quality on Florida Golf Courses, January 2007," as updated, are required and shall be followed when applying fertilizer to golf courses.

(2) Specialized turf. Specialized turf managers are required to follow the Best Management Practices embodied in the "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries", December 2008, as updated.

(3) Bona fide farm operations as defined in the Florida Right to Farm Act, F.S. § 823.14.

(4) Vegetable gardens, owned by individual property owners or a community, provided that fertilizer application rates do not exceed UF/IFAS recommendations per SP103 Florida Vegetable Gardening Guide, December 2008, as revised.

(5) Yard waste compost, mulches, or other similar materials that are primarily organic in nature and are applied to improve the physical condition of the soil.

(6) Tree trunk injection fertilization treatments that are performed by a certified arborist.

(b) Retail or wholesale fertilizer sellers may sell products containing nitrogen and/or phosphorus to specialized turf managers or to operators of bona fide farm operations during the restricted period for use on specialized turf or for use at bona fide farm operations, respectively.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-481. - Certification and training.

(a) Commercial and institutional applicators. All commercial and institutional applicators within Pinellas County shall obtain the limited certification for urban landscape fertilizer application provided for under F.S. § 482.1562, within 365 days of adoption of this article, or within 90 days of initial employment, whichever occurs later. Applicators are required to keep a copy of such certificate with them during application activities and shall present the certificate to any authorized official of the board, upon request.

(b) Landscape maintenance. All site supervisors and managers of professional landscape maintenance companies, as well as government and institutional landscape supervisors shall abide by and successfully complete a Pinellas County approved Best Management Practices Training Program within 545 days of adoption of this article. Upon successful completion, a certificate of completion will be provided. Landscape maintenance staff are required to keep a copy of such certificate with them during landscape maintenance activities and shall present the certificate to any authorized official of the board, upon request.

(c) Landscape Maintenance. Employees of lawn and landscape maintenance companies who are not site supervisors or managers shall also be trained in the above-referenced BMPs through a county approved training program, the company, or a contractor of the company. The training shall also include the more stringent requirements set forth in sections 58-473 through 58-483 of this article. Training may be provided by a certified site supervisor or manager employed by the company. Training shall be required of all personnel of such companies within 545 days of adoption of this article, or within 90 days of initial employment. Prior to the successful completion of said program each employee shall work under the direct physical supervision of a certified landscape maintenance employee. Landscape maintenance companies shall maintain written records of compliance with this provision and shall present training records to any authorized official of the board, upon request.

(d) All commercial and institutional applicators, site supervisors and managers of professional landscape maintenance companies, government and institutional landscape supervisors, and any employee of a lawn and landscape maintenance company shall abide by best management practices for which they have been trained or certified, as well as the provisions of this article.

(e) A vehicle decal issued by Pinellas County indicating that the company is in compliance with the training and certification requirements herein shall be affixed and maintained on the exterior of all vehicles and/or trailers used by the company in connection with landscape maintenance activities and/or the application of fertilizer within the area regulated by this article. The

vehicle and trailer decals shall be provided by Pinellas County upon submittal of demonstration of compliance of the company with the requirements herein.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-482. - Retail sale of fertilizer containing nitrogen or phosphorous.

(a) Effective June 1, 2011, no person, firm, corporation, franchise, or commercial establishment shall sell, at retail, any lawn or landscape fertilizer, liquid or granular, within Pinellas County that contains any amount of nitrogen or phosphorous during the restricted season from June 1 through September 30.

(b) Granular fertilizers containing nitrogen sold at retail within Pinellas County shall contain no less than 50 percent slow release nitrogen per guaranteed analysis label.

(c) Displays of lawn and landscape fertilizers containing nitrogen or phosphorous shall not be allowed on the sales area of the retail store during the restricted season.

(d) Retailers shall post a notice stating that the use of lawn and landscape fertilizers in Pinellas County is restricted in accordance with this article.

(e) Fertilizers sold within Pinellas County shall meet the requirements set forth in Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-483. - Enforcement and penalty.

Violations of this article may be punished as provided for in [section 1-8](#) or article VIII, [chapter 2](#) of the Pinellas County Code.

Violations of this article may also be pursued under the Pinellas County Environmental Enforcement Act, as applicable.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-484. - Recommendations and additional information.

(a) A voluntary six-foot low-maintenance, "no-mow" zone is strongly recommended from those areas described as fertilizer-free zones in section 8 in order to reduce the potential for fertilizer residue entering adjacent water bodies and wetlands. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. No vegetative material shall be deposited or left remaining in this zone or in the water. Care should be taken to prevent the overspray of aquatic weed products in this zone.

(b) It is recommended that the application of fertilizer for properties using reclaimed water service be reduced in accordance with the nutrient level contained in the reclaimed water. This information is available through the Pinellas County Utilities Department and through the Pinellas County web site.

(c) The county strongly recommends the establishment of training programs using Spanish-speaking certified BMP trainers.

(d) The county recommends that private homeowners become familiar with and utilize the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods Program when applying fertilizer.

(Ord. No. 10-06, § 1, 1-19-10)

Sec. 58-485. - Areas embraced.

All territories within the legal boundaries of Pinellas County, Florida including all incorporated and unincorporated areas, shall be embraced by the provisions of this article, unless in conflict with or specifically deleted by a municipal ordinance.

(Ord. No. 10-06, § 1, 1-19-10)

ATTACHMENT 1 – ASSET MANAGEMENT

Equipment Type	Age/Hours	Description	Equipment Owned or Leased