

City of Marco Island Florida



CONTRACT BIDDING DOCUMENTS FOR:

Landscape Maintenance Services

RFP # 19-017

TBD, 2019

CITY OF MARCO ISLAND
Lina Upham, CPPB
Purchasing and Risk Manager
Deputy City Clerk
50 Bald Eagle Drive
Marco Island, Florida 34145
Email: LUpham@cityofmarcoisland.com
Phone: (239) 389-5011

CITY OF MARCO ISLAND

RFP 19-017

Landscape Maintenance Services

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PART A LEGAL NOTICE

MARCO ISLAND, FLORIDA REQUEST FOR PROPOSALS

LANDSCAPE MAINTENANCE SERVICES RFP # 19-017

Sealed bid proposals will be received by the City Clerk, City of Marco Island, 50 Bald Eagle Drive, Marco Island, Florida 34145, until 2:00 PM (EST) on **TBD, 2019**.

GENERAL DESCRIPTION – PLEASE REFER TO BID DOCUMENT FOR DETAILED REQUIREMENTS

The City of Marco Island seeks bids from one or more qualified contractors to provide labor, equipment, materials, supplies and supervision needed for the maintenance of landscaping and irrigation in various locations throughout the City. These landscaping services would include but are not limited to the following seven categories:

1. Roadway medians
2. Roadside trees
3. Bridges
4. Miscellaneous City-owned vacant lots and Rights-of-Way
5. Public parks and open spaces
6. Athletic fields
7. Government facilities (includes all water and sewer utility plants)

Contractors possessing the required experience, qualifications and licenses may submit bids for any one or all of the seven categories.

A non-mandatory pre-bid meeting will be held at 2:00 PM (EST), **TBD, 2019** at 50 Bald Eagle Dr., Marco Island, FL 34145.

The contract may be awarded to one or more bidders deemed the most responsible and responsive, meeting all specifications, and not necessarily to the lowest bid. Award may be made to the contractor(s) which offers the best value to the City and not necessarily the lowest bidder. The City of Marco Island does not bind itself to accept the lowest bid for the minimum specifications stated herein but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Marco Island.

Information and Bid Documents can be obtained by downloading from www.demandstar.com or www.cityofmarcoisland.com. Please direct questions to Lina Upham, Purchasing and Risk Manager/Deputy City Clerk at: lupham@cityofmarcoisland.com; or (239) 389-5011; or 50 Bald Eagle Drive, Marco Island, Florida 34145.

Dated this **TBD, 2019**

By: *Michael McNees, City Manager*

PART B

GENERAL INFORMATION

Between the release of this solicitation and the end of a 72 hour period following the City posting the notice of intended award, excluding weekends and City holidays, respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the City or City Council Member concerning any aspect of this solicitation, except in writing to the Purchasing Manager as provided in the solicitation documents. Violation of this provision may be grounds for disqualification.

BACKGROUND INFORMATION

The City of Marco Island seeks bids from one or more qualified contractors to provide labor, equipment, materials, supplies and supervision needed for the maintenance of landscaping and irrigation in various locations throughout the City. These landscaping services would include but are not limited to the following seven categories:

1. Roadway medians
2. Roadside trees
3. Bridges (riprap and landscaped areas of the approach ramps, sides and underneath the bridge abutment embankment slopes)
4. Miscellaneous City-owned vacant lots and rights-of-way
5. Public parks and open spaces
6. Athletic fields
7. Government facilities (includes all water and sewer utility plants)

Contractors possessing the required experience, qualifications and licenses may submit a proposal for all or any one of the seven categories.

TENTATIVE SCHEDULE

Legal Notice in Naples Daily News-	July _____, 2019
Non-mandatory pre-bid meeting	August ____, 2019, 2 PM (City Hall)
Final date for questions-	August ____, 2019, 5 PM
Responses to questions	August ____, 2019, 5 PM
Submittals are due-	September ____, 2019, 2 PM
City Council approval	September ____, 2019, 5:30 PM

APPLICABILITY OF THE PUBLIC RECORDS ACT AND SUNSHINE LAW

All submittals and supplemental information obtained in response to this RFP are subject to the Florida Public Records Act and Sunshine Law and will be made available after award of contract or after 30 days, whichever comes first, upon request by any person or firm.

CONTRACT TERM

This contract is for an initial 3 (three) year term, with a possibility of one (1) three (3) year renewal. After the initial 3 (three) year contract period, annual price increases are allowed upon mutual agreement. However, price increases are limited to the Consumer Price Index for All Urban Consumers (CPI-U) increases for the South Region Size B/C as reported for October to September of each year.

WITHDRAWAL OF PROPOSALS

Any Bid may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the Bidder and received by the

Purchasing Manager prior to Bid Opening. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid prior to the time specified for Bid opening.

LATE BIDS

No Bid shall be accepted if it is submitted and received after the time specified in the Legal Advertisement. The time clock to be used to determine the time of day at any moment and the specified time for the Bid opening shall be that instrument owned or used by the City Clerk for the designated Project Bid. For the purposes of the designated Project Bid opening, the City Clerk's time clock shall be assumed to be correct and accurate.

SIGNATURE REQUIREMENTS

Proposals must be signed by duly authorized officials(s) of the proposing contractor. Joint ventures or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

ACCEPTANCE/REJECTION/MODIFICATIONS TO PROPOSALS

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the evaluation process.

TRUTH-IN-NEGOTIATION CERTIFICATION

By submitting a response, the Proposer certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Proposer's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

QUESTIONS AND INTERPRETATION OF CONTRACT DOCUMENTS

Written questions regarding this RFP must be submitted to **LUpam@cityofmarcoisland.com** no later than by end of business day **TBD**, 2019.

Addendums will be posted through demandstar.com and cityofmarcoisland.com. It is your responsibility to check for and acknowledge the receipt of all addendums (if any). Failure to do so may result in disqualification of your submittal.

EXAMINATION OF SITE AND CONTRACT DOCUMENTS

By executing and submitting its Bid, each Bidder certifies that it has:

- Examined all Contract Bidding Documents and Contract Documents thoroughly;
- Visited the sites to become familiar with local conditions that may in any manner affect performance of the Work;
- Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- Correlated all of its observations with the requirements of the Contract Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Contract Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Bidder, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

INCURRED EXPENSES

The City is not responsible for any expenses which proposers may incur preparing and submitting letters of interest and qualifications packages called for in this Request for Proposal.

AWARD OF CONTRACT

Bid award selection criteria is as follows:

- a. All questions on the Proposal page shall be answered as to price(s), timing requirements, required document submissions and acknowledgement of addenda received.
- b. Award shall be based upon price submittals and adequate responses to all questions on the Proposal page, as well as shown experience.
- c. Further consideration will include, but not limited to, references, completeness of bid response, and past performances on other City projects.
- d. Prices will be read in public exactly as written on the Proposal page at the bid opening; however, should an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Likewise, obvious errors in the unit prices must be resolved and corrected. The bid price is then recalculated and entered as the official bid. No other price adjustments are allowed.

The City reserves the right to:

- a. Evaluate the current capacity of the low bidder to perform the size and scope of work specified in the contract bidding documents.
- b. Use previous performance on similar contracts as a factor in the selection of the bidder.
- c. Negotiate with the apparent lowest and most qualified bidder to correct obvious defects in the original bid.
- d. Waive defects in the form of bid or to waive formalities and negotiate with the apparent lowest and most qualified bidder to such extent as may be necessary to satisfy the intent and requirements of the City's project.
- e. Reject any and all bids as may be in the best interest of the City.

Contract may be awarded to the bidder that is deemed the most responsible, responsive and meeting all bid specifications and not necessarily to the lowest bidder. The City of Marco Island does not bind itself to accept the lowest price for the minimum specifications but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Marco Island.

All proposers must have a demonstrated comprehensive understanding in areas listed in this proposal. The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the work. The City reserves the right to reject proposals from bidders not meeting minimum qualifications set forth herein.

Bids will be considered only from Bidders who demonstrate and document the following:

1. Must have a Landscape Contractor or Unlimited Landscape Contractor's license and all the other applicable licenses in Collier County for the services for which the proposal is being submitted and is currently licensed in the landscape maintenance business. The Bidder shall also provide documentation to show a minimum of three (3) years prior experience in landscape grounds maintenance within the Southwest Florida area, defined as Lee and Collier Counties.
2. Have successful contractual agreements and technical experience with a similar scope of work and can produce evidence that they have consistently received positive performance evaluations with former and current clients.
3. Have satisfactory Financial Support, Equipment, and Organization sufficient to ensure they can provide full execution and provision of services if awarded a Contract under the terms and conditions herein stated. The

term "Equipment and Organization" as used herein shall mean a fully equipped and well-established business, including new or well-maintained equipment and adequate personnel to complete the tasks defined in the Scope of Work. The successful bidder must own the equipment or show that it has the capability of acquiring the necessary equipment to satisfactorily perform the requirements of this Contract.

PROTEST PROCEDURES

When the contract is awarded by Owner, such award shall be evidenced by a Notice of Award, signed by the Purchasing and Risk Manager/Deputy City Clerk of the City and delivered to the intended awardee or mailed to awardee at the business address shown in the Bid.

Any prospective bidder who desires to protest any aspect(s) or provision(s) of the bid invitation shall file his protest with the City Manager in writing prior to the time of the bid opening.

Award of contract shall be made in a manner consistent with the City's Purchasing Policy. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the City Manager within three (3) calendar days (excluding weekends and City holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest.

SALES TAX

The City of Marco Island, Florida, as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful bidders will be provided a copy of the City's Certificate of Exemption upon contract award.

CITY PERMITS

The successful bidder shall be responsible for procuring and paying for all necessary permits not procured or obtained by the City of Marco Island. **Costs for permits issued by the City will be reimbursed.**

OFFER EXTENDED TO OTHER GOVERNMENT AGENCIES

The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A(e) of the Immigration and Nationality Act (INA)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A of the INA which shall be grounds for unilateral cancellation of this Agreement by the City.

SUBCONTRACTING

Subcontracting is generally not allowed, however in certain cases it might be considered and allowed with the City's written approval.

SOCIOECONOMIC ENGAGEMENT

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms are encouraged to participate in this solicitation.

PART C

INSURANCE REQUIREMENTS

All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

- ❑ COMMERCIAL GENERAL LIABILITY LIMITS
(MUST INCLUDE CONTRACTUAL LIABILITY)

\$ 2,000,000 AGGREGATE
\$ 1,000,000 EACH OCCURRENCE
\$ 1,000,000 PRODUCTS-COMP/OP
\$ 1,000,000 PERS & ADV INJURY
- ❑ AUTOMOBILE LIABILITY

\$ 1,000,000 COMBINED SINGLE LIMIT
(INCLUDE HIRED AND NON-OWNED LIABILITY)
- ❑ WORKER'S COMPENSATION

STATUTORY
- ❑ EMPLOYER'S LIABILITY

\$ 1,000,000 EACH ACCIDENT
\$ 1,000,000 DISEASE-POLICY LIMIT
\$ 1,000,000 DISEASE-EACH EMPLOYEE
- ❑ THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY.

(1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the City.

(2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

(3) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The contractor shall provide the City with certificates of insurance meeting the required insurance provisions.

(4) The City of Marco Island must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.

(5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island
Attn: Lina Upham
50 Bald Eagle Drive
Marco Island, FL 34145

(6) Thirty (30) Days Cancellation Notice is required.

PART D REQUIRED FORMS

The below forms D-1 through D-12 is your bid submittal

D-1: COMPANY PROFILE **Landscape Maintenance Services** **RFP #19-017**

This part of submittal must contain the following (please included this Exhibit as a cover page for your Company Profile):

Intent: Clearly indicate which categories you are bidding for.

Corporate Profile: Describe the background of your company, staffing levels, and equipment and why it is qualified to provide the requested services for the City of Marco Island.

Proposer shall include a description of the proposer's business history and number of years in operation. Proposer shall include information on the total number of employees, when firm was established, principals of firm, office locations, name and location of the officer-in-charge, and any other related information.

Describe the qualifications and experience of personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, and knowledge of local codes, laws and regulations governing the work. Include any and all licenses and certifications as required for landscape, irrigation and fertilization applications.

Brief resumes of supervisory employees to be assigned to perform work for the City of Marco Island, including job titles, and years of experience.

List of Equipment: Photo(s) and/or manufacturer's brochure with specifications of equipment (either owned or subcontracted) must be supplied with Bid submittal.

Experience: Provide evidence of similar, past experience that demonstrates your ability to successfully provide the services being requested in this RFP. Include names, contact information and scope of services from the past five (5) years.

D-2: DECLARATION STATEMENT
Landscape Maintenance Services
RFP #19-017

Full Name of Bidder _____

Main Business Address _____

Place of Business _____

Telephone No. _____ Fax No. _____

Email Address _____

State Contractor's License # _____ Type: _____

To: CITY MANAGER, CITY OF MARCO ISLAND, FLORIDA
(hereinafter called the Owner)

The undersigned as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion and fraud with any other person, firm or corporation; and that it has carefully examined the location of the proposed work, the proposed forms of Agreement, Contract Drawings and Specifications. Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder proposes, and agrees if this Proposal is accepted, to contract with the Owner in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary supervision, project management, maintenance of traffic, machinery, tools, apparatus and other means necessary to do all the Work. Bidder agrees to furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth; to furnish Insurance specified in the Contract Bidding Documents; and to do all other things required of the Contractor by the Contract Documents. Bidder guarantees the foregoing for due compensation and agrees that it will take full payment of the sums set forth in the submitted bid response by the Contractor.

ADDITIONAL CONTRACTOR INFORMATION

I. Contact for inquiries regarding this Bid:

Name: _____ Cell Phone No. _____

Email: _____

II. Additional Company Information

Company's Primary Area(s) of Expertise:

Type of Company: _____ Sole Proprietorship _____ Corporation _____ Partnership

Date Formed: _____ Number of Employees _____

Federal Tax I.D. # _____

Contractor License(s): *complete as applicable*

Marco Island Landscape Registration # _____

State License # _____ Expiration date _____

Collier County License # _____ Expiration date _____

Has the company operated under any other names in the past five years?

Yes _____ No _____ If yes, give name(s): _____

Does the company have offices, plants or warehouses in any other location? ____ Y ____ N

If yes: list addresses:

Has your company or any of its key people been a party to a bankruptcy or reorganization proceeding? Yes ____ No ____ If yes, date _____

During the past five years have any subcontractors or suppliers filed any liens against you? Yes ____ No ____ If yes, give details of any liens over \$5,000. *Please provide details in attachment.*Have you ever failed to complete a contract, been defaulted, or had a contract terminated? Yes ____ No ____ *If yes, please provide details in attachment.*

In the past five years, has your company or any of its key people been involved in any lawsuits arising from services you provide? Yes ____ No _____. *If yes, please provide details in attachment.*

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of any labor laws? Yes ____ No _____. *If yes, please provide details in attachment.*

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of state, federal or local environmental protection laws? Yes ____ No _____. *If yes, please provide details in attachment.*

I HEARBY CERTIFY; BEING FIRST DULY SWORN THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT

STATE OF _____

COUNTY OF _____

Company Name

By _____

Sworn to me and subscribed before me this
_____ day of _____, 20_____

Title _____
Date

NOTARY PUBLIC

My commission expires _____

D-3: BID PRICING

Landscape Maintenance Services

RFP #19-017

Category		Total annual price for all services at the location
I	ROADWAY MEDIANS	
1	Collier Blvd. and Collier Ct.	\$
2	S Barfield Dr.	\$
3	Sandhill Dr.	\$
4	S Heathwood Dr.	\$
5	Balfour Dr.	\$
6	Seaview Ct.	\$
	Subtotal I:	\$
II	ROADSIDE TREES	
1	Winterberry Dr.	\$
2	San Marco Rd.	\$
3	N Barfield Dr.	\$
4	Bald Eagle Dr.	\$
	Subtotal II:	\$
III	BRIDGES	
1	N. Collier over Clam Bay	\$
2	Caxambas Ct. over Roberts Bay	\$
3	(W) Winterberry Dr. over Smokehouse Creek	\$
4	Winterberry Dr. over Roberts Bay	\$
5	Barfield Dr. over Marco River Inlet	\$
6	Goldenrod Ave. over Smokehouse bay	\$
7	Kendall Dr. over Clam Bay	\$
8	Hernando Dr. over Clam Bay	\$
9	Blackmore Dr. over Clam Bay	\$
10	Kendall Dr. over Collier Bay	\$
11	Sandhill St. over Tidal Canal	\$
12	South Seas Ct. over Tidal Canal	\$
13	Herb Savage Bridges	\$
14	N. Barfield over Factory Bay	\$
15	Jolley Bridge	\$
	Subtotal III:	\$
IV	MISC LOTS/Rights-Of-Way	
	ROWS	
1	San Marco Road	\$
2	Jolley Bridge Retention Area	\$
3	Goodland/San Marco Retention Area	\$
4	San Marco Road, buffer zone	\$
5	Bald Eagle-W Elkcarn Pedestrian Way	\$
6	Griffs Way	\$
7	Collier Blvd. from Jolley Bridge to Collier Ct. Trim Trees	

8	City owned sidewalks and shared use pathways. Trim trees and shrubs.	\$
9	City owned Cul-de-Sacs (approximately 305)	\$
	LOTS	
10	Chipley Street-off Colonial Ave.	\$
11	986 N. Barfield Drive	\$
12	1330 Auburndale	\$
13	269 2nd Avenue	\$
14	239 Tahiti Road.	\$
15	1271 San Marco Rd	\$
	Subtotal IV:	\$
V	PUBLIC PARKS AND OPEN SPACES	
1	Linear Trail Park	\$
2	Calusa Park	\$
	Public Access Points	
3	Madeira Beach Access	\$
4	Marriott Crystal Shores Beach Access	\$
	Parks	
6	Veterans' Community Park	\$
7	Founders' Park	\$
8	Leigh Plummer Park	\$
9	Jane Hittler Park	\$
10	Mackle Park (including Dog Park)	\$
	Subtotal V:	\$
VI	ATHLETIC FIELDS	
1	Winterberry Park	\$
2	Mackle Park	\$
3	Tommie Barfield (Owned by Collier County)	\$
	Subtotal VI:	\$
VII	GOVERNMENT FACILITIES	
1	City Hall Campus (incl. Police Station and Station 50)	\$
2	Racquet Center	\$
3	Fire Station 51	\$
	Marco Island Utility Plants and Sites	\$
6	North Water Plant on E. Elkcam Cr.	\$
7	South Water Plant on Lily Ct.	\$
8	Marco Shores Facility on Mainsail Dr Naples FL	\$
9	Marco Lakes 7130 Collier Blvd Naples FL	\$
10	Rapid Infiltration Basin within Fiddler's Creek Development	\$
	Subtotal VII:	\$

**BELOW IS NOT A PART OF BID SCHEDULE BUT MUST BE FILLED AND WILL
BECOME A PART OF THE CONTRACT**

Hourly rates	
Project Manager	\$
Project Manager (OT)	\$
Supervisor	\$
Supervisor (OT)	\$
Irrigation Technician	\$
Irrigation Technician (OT)	\$
Labor	\$
Labor (OT)	\$

OT- overtime

All irrigations repairs and plant, etc. replacements will be done on as needed basis with a standard material markup of _____ %

Signed: _____

Date ____/ ____/ 2019

Company Name: _____

Name and Title: _____

D-4: DEBRIS REMOVAL FOR PICK-UP AFTER EMERGENCIES

Landscape Maintenance Services

RFP #19-017

To assist in the recovery following a hurricane/tropical storm or severe weather event, the City may request debris removal services from the Contractor. Unless otherwise directed, The City Contractor collects the debris and places it in the right-of-way (ROW) as indicated in the scope of work. The FEMA approved debris contractor (managed by Collier County) is responsible to remove and transfer the debris to the Debris Collection Point. **If the contractor wishes to provide emergency work, the below rate schedule must be submitted.** Fill in only those lines you have capability of providing.

Item	Rate	UOM
Mobilization		Lump sum
LABOR		
Supervisor		HR
Equipment Operator		HR
Laborers		HR
EQUIPMENT		
Skid-steer		HR
Dump Truck		HR
Loader		HR
Grapple		HR
Chainsaw 20"		HR
Chainsaw 16"		HR
Service Truck		HR
Flatbed trailer		HR
Dump trailer		HR
Stump grinder		HR
Boat/Barge		HR
STUMP REMOVAL*		
6" to 18" dia.		Each
19" to 32" dia.		Each
33" to 45" dia.		Each

*INCLUDE REMOVAL AND FILL

*STUMP DIAMETER MEASURED 2' UP FROM GROUND

The Contractor providing emergency work to the City shall:

- Be provided a detailed scope of work from the City prior to work
- Provide the City a detailed description of work
- Provide to the City detailed labor time records
- Provide to the City detailed time records of equipment used
- Load/Dump tickets (if applicable)
- If providing stump removal service, the contractor must provide GPS location, trunk size, CY of fill and photo per stump location (hazardous stump worksheet)

Signed: _____

Date ____/____/2019

Company Name: _____

Name and Title: _____

D-5: E-VERIFY
Landscape Maintenance Services
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The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act (INA)]. The employment by any contractor of unauthorized aliens in violation of Section 274A of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the City.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security's website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer's Signature)

Date

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

**D-6: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**
Landscape Maintenance Services
RFP #19-017

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Contractor's Signature

Date _____

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

(SEAL)

D-7: NON-COLLUSION CERTIFICATE
Landscape Maintenance Services
RFP #19-017

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid, that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

(Proposer's Signature)

_____ Date _____

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

(SEAL)

**D-8: SWORN STATEMENT UNDER SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**
Landscape Maintenance Services
RFP #19-017

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 19-017
For _____
2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is: _____

and its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)
3. My name is _____ and my relationship to the entity named
(please print name of individual signing) above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided on this _____ day of _____, 20_____.

NOTARY PUBLIC

Commission number: _____

Commission expires: _____

D-9: CONFLICT OF INTEREST DISCLOSURE FORM**Landscape Maintenance Services****RFP #19-017**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

 To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Company Name _____

Authorized Signature _____

Name _____

Title _____

Date _____

D-10: STATEMENT OF EXAMINATION OF SITES OF WORK
Landscape Maintenance Services
RFP #19-017

All proposers shall **personally** examine all sites and fully acquaint themselves with the existing conditions and the extent of the work to be completed, to avoid any misunderstanding which may arise due to an unfamiliarity with the sites.

_____ I have visited all sites I am submitting proposal for

_____ I have **not** visited all sites I am submitting proposal for

_____ Date _____
Signature

Print name

Company name

D-11: CONTRACTOR & BUSINESS LICENSES

**Landscape Maintenance Services
RFP #19-017**

**ATTACH COPY OF YOUR CONTRACTOR'S AND/ OR OTHER BUSINESS
LICENSES TO THIS FORM**

D-12: BIDDER'S CHECKLIST

Landscape Maintenance Services

RFP #19-017

The spaces are for your use to help you ensure you have completed or included all required forms. The signature at the bottom of this form is **REQUIRED** and indicates that you have been informed as to what forms must be included in your bid submittal. Failure to complete any one of these forms may result in your bid being disqualified.

NO.	FORM NAME	INSERTED
D-1	COMPANY PROFILE	
D-2	DECLARATION STATEMENT	
D-3	BID PRICING	
D-4	DEBRIS REMOVAL FOR PICK-UP AFTER EMERGENCIES	
D-5	E-VERIFY	
D-6	CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	
D-7	NON-COLLUSION CERTIFICATE	
D-8	SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	
D-9	CONFLICT OF INTEREST DISCLOSURE FORM	
D-10	STATEMENT OF EXAMINATION OF SITES OF WORK	
D-11	CONTRACTOR & BUSINESS LICENSES	
D-12	BIDDER'S CHECKLIST	

ACTION	COMPLETED
The Bid has been signed	
Bid prices offered have been thoroughly reviewed and checked	
Any addenda acknowledged and initialed on Form D-2: Declaration Statement	

One (1) original and one (1) copy of the bid documents are to be submitted

The mailing envelope must be addressed to:

**City Clerk
City of Marco Island
50 Bald Eagle Drive
Marco Island, Florida 34145**

The mailing envelope must be sealed and marked with:

Proposal for the City of Marco Island, Florida

Project: Landscape Maintenance Services

Number: 19-017

Bid Opening Date: TBD

Bid Opening Time: 2:00 PM

The bid will be mailed or delivered in time to be received no later than the specified opening date and time, otherwise bid cannot be considered.

ALL COURIER-DELIVERED BIDS MUST HAVE Landscape Maintenance Services AND BID DATE ON THE OUTSIDE OF THE COURIER PACKET

Bidder Name (Printed)

Signature & Title

Date

PART E BID EXHIBITS

EXHIBIT E-1 SAMPLE SERVICES AGREEMENT

EXAMPLE ONLY-DO NOT COMPLETE

CONTRACTORS WHOSE SERVICES WILL BE USED FOR POST-DISASTER SERVICES MIGHT BE REQUIRED TO SIGN ADDITIONAL FEMA REQUIRED FORMS

City of Marco Island Contract# 19-017 Landscape Maintenance Services

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between _____, hereinafter called the "Contractor," and the City of Marco Island, Florida, a political subdivision of the State of Florida, Collier County, hereinafter called the "City."

WITNESSETH

1. **CITY APPROVAL OF BID/AGREEMENT:** The attached Contractor's bid for RFP #19-017 Landscape Maintenance Services, dated / /2019, has been approved for contract award.
2. **COMMENCEMENT:** Services to be rendered by the Contractor shall be commenced subsequent to the execution of this Agreement. This contract is for an initial 3 (three) year term, with automatic annual renewals unless either party wishes to terminate with a 60 (sixty) day written notice. After the initial 3 (three) year contract period, annual price increases are allowed upon mutual agreement. The annual price increases are limited to the Consumer Price Index for All Urban Consumers (CPI-U) increases for the South Region Size B/C as reported for October to September of each year.

Section 2. Scope of Work.

Contractor agrees to furnish and pay for all management, maintenance of traffic, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.

4. **COMPENSATION:** The City shall compensate the contractor for the satisfactory performance of work based solely on the services provided as may be ordered by the City from time to time during

the term of this Agreement. Payments to the contractor for work completed shall be made in accordance with the below unit prices:

XX

5. **NOTICES:** Contractor's address of record:

XXXXXXXXXXXXXXXXXXXX

City's address of record:

Lina Upham
Purchasing and Risk Manager
Deputy City Clerk
City of Marco Island
50 Bald Eagle Drive
Marco Island, Florida 34145

The Contractor and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. **NO PARTNERSHIP:** Nothing herein contained shall create, or be construed as creating, a partnership between the City and the Contractor. Moreover, nothing stated in this Agreement shall be interpreted to indicate in any way that the Contractor is an agent of the City of Marco Island.

7. **PERMITS; LICENSES; TAXES:** In compliance with Section 218.80, F.S., all City permits necessary for the prosecution of the work shall be obtained by the Contractor. Payment of fees for all such permits issued by the City shall be processed internally by the City. All non-City permits necessary for the prosecution of the work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of the City of Marco Island, Collier County, the State of Florida, and the U.S. Government now in force or hereafter adopted. The Contractor further agrees to comply with all laws governing the responsibility of an employer with respect to persons directly or indirectly employed by the Contractor.

8. **NO IMPROPER USE:** The Contractor will not use, nor cause or permit any employee or subcontractor to use or occupy in any manner whatsoever, City or private facilities or properties for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor the City, or its authorized representative, shall deem such conduct on the part of the Contractor to be objectionable or improper. Accordingly, the City shall have the right to suspend this Agreement with Contractor in full or in part. Should the Contractor fail to correct any noted violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension shall continue until the violation is cured. The Contractor further agrees not to commence operations during the suspension period until the

violation has been corrected to the satisfaction of the City. The City reserves the right to immediately terminate this Agreement for the foregoing actions or inactions by the Contractor.

9. **TERMINATION:** Should the Contractor be deemed or found to have failed to perform services herein in a professional manner satisfactory to the City in accordance with standards of practice in the industry, and/or the terms and requirements of this Agreement, the City may terminate said Agreement immediately for cause. Moreover, the City may terminate this Agreement for convenience with a seven (7) day written notice to the Contractor. The City shall be the sole judge of non-performance or cause.

10. **NO DISCRIMINATION:** The Contractor agrees not to discriminate against or upon employees or subcontractors as to race, sex, color, creed or national origin.

11. **INSURANCE:** All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

- ☐ COMMERCIAL GENERAL LIABILITY LIMITS \$ 2,000,000 AGGREGATE
 (MUST INCLUDE CONTRACTUAL LIABILITY) \$ 1,000,000 EACH OCCURRENCE
 \$ 1,000,000 PRODUCTS-COMP/OP
 \$ 1,000,000 PERS & ADV INJURY
 - ☐ AUTOMOBILE LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT
 (INCLUDE HIRED AND NON-OWNED LIABILITY)
 - ☐ WORKER'S COMPENSATION STATUTORY
 - ☐ EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT
 \$ 1,000,000 DISEASE-POLICY LIMIT
 \$ 1,000,000 DISEASE-EACH EMPLOYEE
 - ☐ THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.
- (1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.
- (2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.
- (3) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.
- (4) The City of Marco Island must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability.
- (5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

Attn: Lina Upham
50 Bald Eagle Drive
Marco Island, FL 34145

(6) Thirty (30) Days Cancellation Notice is required.

12. **INDEMNIFICATION:** The Contractor, in consideration of One Hundred Dollars (\$100), the receipt and sufficiency of which is accepted through the signing of this Agreement, shall hold harmless and defend the City of Marco Island and its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Agreement or Work performed hereunder. This provision shall also apply to any claims brought against the City by any employee of the named Contractor, the Contractors' subcontractor or sub-subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as listed in Section 4 above, or the Contractor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100) of money received on the contract price herein is considered as payment of this obligation by the City.

This section does not pertain to any incident arising from the sole negligence of the City of Marco Island.

13. **ADMINISTRATION OF AGREEMENT:** This Agreement shall be fully administered by the City Manager or his designee on behalf of the City. The Contractor shall only receive and act upon orders and directives issued by the City Manager, his designee, or the City's Purchasing and Risk Manager/Deputy City Clerk.

14. **COMPONENT PARTS OF THIS AGREEMENT:** This Agreement consists of, by reference, the Contract Bidding Documents for: Landscape Maintenance Services, **RFP# 19-017** and the Contractor's Bid submittal, attached, and thus made a formal part of the binding Agreement between the City and the Contractor.

15. **OFFER EXTENDED TO OTHER ENTITIES:** The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

16. **SUBJECT TO APPROPRIATION:** It is further understood and agreed by and between the parties herein that this Agreement is subject to the continuation of appropriation of funds by the City Council of the City of Marco Island.

17. AUDITS AND PUBLIC RECORDS:

17.1. Audits. Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Work outlined in this Agreement for at least four (4) years after the completion of Work pursuant to this Agreement. Owner reserves the right to audit the records of the Contractor related to the Work performed at any time during the execution of the Work and for a period of four (4) years after final payment for such Work is made.

17.2. Public Records. Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Marco Island contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in its possession or control in connection with its performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of the Owner and shall be delivered by Contractor to the Owner's City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239.389.5010; LLITZAN@CITYOFMARCOISLAND.COM; 50 BALD EAGLE DR., MARCO ISLAND, FL 34145.

18. **ANTI-LOBBYING:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to cancel this Agreement without liability.

19. **SEVERABILITY:** Should any provision of the Agreement be determined by a court to be unenforceable; such a determination shall not affect the validity or enforceability of any other section or part thereof.

20. **ORDER OF PRECEDENCE:** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict obligation under the Contract Documents upon Contractor.

21. **GOVERNING LAW, JURISDICTION AND VENUE:** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.

22. **SAFETY, GOVERNMENTAL COMPLIANCE AND HAZARDOUS MATERIALS**

22.1 Contractor shall be responsible for safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Contractor in addition to its own standards shall comply with all safety policies and procedures initiated by Contractor for the Project, including Contractor's policy regarding drugs, alcohol and controlled substances, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Contractor shall immediately notify City of any injury to any of the Contractor's employees. Contractor shall require its personnel to attend any safety meetings the City might conduct and direct Contractor to attend.

22.2 Contractor agrees that in performing its Work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the site, or removed from the site, by Contractor's operations. The term "hazardous wastes, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any agency of the federal government or the applicable state or local agency having jurisdiction of such matters. In the event Contractor encounters material reasonably believed to be hazardous wastes, chemicals or substances, Contractor shall immediately stop work in the area affected and report such condition to City in writing. Contractor shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals and substances. Contractor shall be responsible for any and all claims and damages resulting from its use, handling, storage, removal and disposal of such hazardous wastes, chemicals or substances from the Project, and will indemnify, defend and hold City harmless from any and all liability associated with such use, handling, storage, removal and disposal including all associated attorney's fees and costs and costs of all cleanup operations wherever and whenever required by any governmental authority or City.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date(s) indicated below.

ATTEST:

CONTRACTOR:
XXXXXXXXXXXXXXXXXXXXXXX

Corporate Secretary/Witness

2nd Witness (If Not Incorporated)

ITS: _____

BY: _____

President (If Incorporated)

Date: _____

[Corporate Seal]

ATTEST:

OWNER:
CITY OF MARCO ISLAND, FLORIDA

Laura Litzan, City Clerk

BY: _____
Michael McNees, City Manager

Date: _____

Alan Gabriel, City Attorney

**FEDERAL CONTRACT PROVISIONS AND ASSURANCES
ITB # 19-017**

This section of the Request for Proposals only applies to Bids submitting on Form D-4 for "Debris Removal for Pick-up after Emergencies"

CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION MIGHT BE USED IN AN EMERGENCY RESPONSE EFFORTS. TO BE ELIGIBLE FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE/REIMBURSEMENT, CITY OF MARCO ISLAND AND ITS CONTRACTORS MUST FOLLOW CERTAIN FEMA GUIDELINES.

THE PUPOSE OF THIS EXHIBIT IS TO ENSURE THOSE GUIDELINES ARE KNOWN TO ALL THE PARTIES AND ARE ADHERED TO.

IF THIS CONTRACT IS SOLICITED FOR BOTH NON-EMERGENCY AND EMERGENCY SERVICES, CITY OF MARCO ISLAND WILL ADVISE THE CONTRACTOR IN WRITING WHEN EMERGENCY CONDITIONS BEGIN TO APPLY.

Certain activities under this contract might be funded in whole or in part by the Federal Government, or an Agency thereof. Federal Law requires that such contracts include certain provisions.

Per uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a contract (including a purchase order).

The Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Reporting: The contractor will provide any information required to comply with the requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the City, as the Federal or State agencies may require the contractor to provide

certain information, documentation, and other reporting in order to satisfy reporting requirements to be eligible for reimbursements.

Access to Records: (1) The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

Department of Homeland Security (DHS) Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this contract.

Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Energy Efficiency Standards: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination: Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City as per this Agreement, the City may terminate said Agreement for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance. In the event that the City terminates this Agreement, Contractor's recovery against the City shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Changes: Refer to Standard Contract/Purchase Order Terms and Conditions.

Procurement of Recovered Materials (§200.322) (Over \$10,000): (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 CFR pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321 (a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. (b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

I. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

II. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

III. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

IV. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

V. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

VI. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

VII. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with

respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):

Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Administrative, Contractual, or Legal Remedies (over \$150,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

Clean Air Act and Federal Water Pollution Control Act: (over \$150,000) (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

State Provisions

Convicted Vendor and Discriminatory Vendors List Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or any state agency.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Record Retention - The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the City, FDEM, or its designee's access to such records upon request.

Acknowledgement of Terms, Conditions, and Grant Clauses**Certification**

If the vendor subcontracts any of the work required under this Agreement, a copy of the signed contract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name

Date

Authorized Signature

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, City, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By:

Signature

Name and Title

Street Address

City, State, Zip

DUNS Number

Date

Sub-Recipient Name: City of Marco Island:

CITY OF MARCO ISLAND																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME	PRIME FEID NUMBER			CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS & A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN ?	Y	N	IS THE ACTIVITY OF THIS CONTRACT...																	
	DBE ?	Y	N	CONSTRUCTION?	Y N																
	MBE ?	Y	N	CONSULTATION?	Y N																
	WBE ?	Y	N	OTHER?	Y N																
	SDB & A ?	Y	N																		
IS THIS SUBMISSION A REVISION?	Y	N	IF YES, REVISION NUMBER _____																		
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (SEE BELOW)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">ETHNICITY</th> <th style="width: 30%;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY THE CITY OF MARCO ISLAND																					
DEPARTMENT NAME		CITY OF MARCO ISLAND CONTRACT # (IFB/RFP or PQ/REQ)		GRANT PROGRAM / CONTRACT																	
ACCEPTED BY: (PRINT NAME)																					
SIGN:					DATE																

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____ Contractor (Firm Name)

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

EXHIBIT E-2

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

IF A DETAILED SCOPE OF WORK IS NOT SPECIFICALLY SPELLED OUT FOR A CERTAIN LANDSCAPE BID CATEGORY, INFORMATION SHOULD BE USED FROM A SIMILAR CATEGORY, OR THE CITY SHOULD BE CONTACTED DURING THE QUESTION AND ANSWER PERIOD FOR CLARIFICATION.

ALL WORK AND LICENSING MUST COMPLY WITH CITY OF MARCO ISLAND CODE OF ORDINANCES CHAPTER 18 – ENVIRONMENT ARTICLE III. - FERTILIZER REGULATIONS AND CHAPTER 8 – BUSINESSES - ARTICLE IV. - MARCO ISLAND LAWN AND LANDSCAPE MAINTENANCE REGISTRATION REGULATIONS

THIS SECTION IS SUPPLEMENTED BY THE MATRIX INDICATING FREQUENCIES FOR EACH SERVICE FOR EACH LOCATION, AS WELL AS MAPS AND AERIALS. WHERE BRAND NAME PRODUCTS ARE SPECIFIED, APPROVED EQUALS ARE ALSO ACCEPTABLE.

The work covered by this Contract requires a weekly, bi-weekly or as ordered servicing of the work areas (unless specified otherwise), and includes the furnishing of all labor, equipment, materials, and services necessary to satisfactorily perform, as determined by the Project Manager or the designated City Representative, the following items.

Work may be performed six days a week, Monday through Saturday, from 7:00 am to 7:00 pm. Work at any other time or day must be approved in advance by the Project Manager.

A. TRAFFIC CONTROL

At all times while performing work within a street or road right-of-way as required by this Contract, the Contractor shall provide and erect Traffic Control Devices and use procedures conforming to the latest edition F.D.O.T. Manual on Traffic Control and Safe Practices and Index Drawing Series 600 as applicable. The Contractor will be responsible to obtain a copy of these documents and become familiar with all traffic control and safety requirements. Strict adherence to the requirements of these documents will be enforced under this Contract. To assist in employee visibility, approved bright day-glow red/orange colored safety vests shall be worn by employees when servicing the area. An arrow board and similar traffic control devices will be required under this Contract.

Lane closures on North and South Collier Boulevards (and other roads) will not be permitted during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday, due to heavy traffic volumes. All lane closures will be subject to pre-approval by the Public Works Director or his designee.

B. LANE CLOSURE

Lane closure for **median** maintenance shall be limited. Upon proper placement of lane closed signs, pre-warning signs, arrow boards, traffic cones etc., the lane may be restricted from traffic only during non-peak traffic periods 9:30 A.M. - 3:30 P.M., Monday through Friday, and 8:00 A.M. - 5:00 P.M. Saturday, unless otherwise approved by the Project Manager. There will be no lane closures permitted during season (between Thanksgiving and Easter). The lane closure shall be indicated on the Weekly Maintenance Work Schedule, which is provided to the Project Manager. The contractor shall contact City 48 hours prior to lane closures. A Road Alert form must be submitted, (form provided by City).

Maintenance of traffic and lane closure costs shall be included within unit bid prices.

C. GENERAL MAINTENANCE REPORT SHEETS

The Contractor shall complete the "Grounds Maintenance Report" on a weekly or bi-weekly basis and submit on a monthly basis to the Project Manager. The Contractor will also be required to conduct on-site observations with the Project Manager on a monthly basis to develop punch lists for corrective work and to verify satisfactory completion of Contract requirements. The original forms for the report sheets will be provided to the Contractor for his/her reproduction purposes.

A service work schedule shall be submitted to the Project Manager before the beginning of the work and it may be faxed, e-mailed or hand delivered. The schedule shall indicate the days and service locations.

D. MISCELLANEOUS MAINTENANCE RESPONSIBILITIES

1. If plants, shrubs, trees, grass or foliage die due to apparent neglect or damage by the Contractor, Contractor's employees or a Subcontractor as determined by the Project Manager or City's Representative, they shall be replaced at the Contractor's expense. This includes plants damaged by the placement of excessive mulch.
2. The Contractor shall provide ramps or other devices to gain access over the curb to all medians. The curb or turf areas shall not be damaged due to gaining access and, if damaged, will be replaced at the Contractor's expense.
3. It shall be the Contractor's responsibility to notify the Project Manager of any maintenance problems or additional maintenance needs immediately upon identification of said problem.
4. Should additional work be required which is not covered within the Contract or Specifications, a Unit Cost shall be agreed to by the Contractor and Project Manager prior to performing additional services.
5. The Contractor shall perform inspections on all plants, shrubs, trees, and grass areas for disease or insect infestation during each week's service to the site. The Contractor shall immediately notify the Project Manager or City's Representative should a disease or infestation be found and shall immediately begin appropriate treatment per the Contract requirements.
6. The Contractor shall have a cellular phone and/or beeper equipment for on-site and off-site communication in order to communicate with the Project Manager.
7. The Contractor shall be responsible for site safety during all maintenance and landscape installation activities performed under this contract. The Project Manager or the City's Representative shall make site inspections or observations to assure adherence to safety practices and procedures.

E. CREW SIZE/MAN-HOURS

The crew shall include a project Crew Leader as well as a Field Supervisor that shall direct the crew and review the work areas on an as needed basis or minimally on a weekly basis. The Bidder shall, in the Contract Proposal, provide the estimated number of man-hours (on site) per week that the Contractor will be providing to satisfactorily perform the requirements of this Contract.

F. ACCIDENTS OR THEFTS

The Contractor shall be responsible each week to contact the Project Manager to report any accidents or thefts involving or occurring within the areas covered by this Contract. Should law enforcement, emergency personnel or other City approved personnel request assistance of the Contractor for emergency purposes, the costs for such assistance shall be included in the Contract unless otherwise approved by the Project Manager.

G. RESPONSE TIMES

On a twenty-four (24) hour basis, the Contractor may be required to travel to the site immediately to meet the Project Manager, law enforcement or emergency personnel to resolve an emergency. The Contractor shall respond to a telephone, beeper, or radio call within one (1) hour. There shall be no additional charge for these

responses. Contractor personnel shall arrive at the work site within one (1) hour of notification for emergency responses/repairs.

H. NON-PERFORMANCE

In the event that the Contractor performs unsatisfactory work or fails to perform any required services within the time schedules set forth under this Contract, the City reserves the right to obtain substitute performance. Further, the City reserves the right to deduct the cost of such unsatisfactory work or substitute performance from the Contractor's monthly payments. Contractor may be exempt from this provision if such exemption is granted by the Project Manager, in writing, prior to any delays or as a result of an Act of God.

The Project Manager reserves the right to deduct portions of the monthly invoiced amount for items not completed in accord with the specifications or not completed within the expressed time frame, even if the City did not obtain substitute performance. The Contractor would then forfeit these funds. The City may also deduct or charge the Contractor for services or items necessary to correct the deficiencies directly related to the Contractor's non-performance.

I. CONTRACTOR'S EMPLOYEES

Employees of the Contractor shall be properly uniformed and provide a neat appearance. All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under his sole direction and not an employee or agent of the City of Marco Island. The Contractor shall supply competent and physically capable employees and the City will require the Contractor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable, and whose continued contract site services involvement is not in the best interest of the City of Marco Island.

J. CONTRACTOR'S MEETING ATTENDANCE

During the Contract period, the Project Manager, or the City's Beautification Advisory Committee may have questions concerning maintenance issues. The Contractor may be required to attend monthly meetings and other special meetings that the Project Manager should require. There shall be no additional charge for attendance at these meetings.

K. BILLING

Upon execution of the Contract and completion of each month's work, the Contractor shall submit payment requests to the Project Manager on a monthly basis for services rendered for that prior month. Invoices shall not reflect sales tax. The format and content of contractor monthly payment requests shall be determined and approved by the City's Project Manager.

After review and approval, the invoice will be transmitted to the Finance Department for payment. Payment could take up to thirty (30) days. The City reserves the right to withhold and/or reduce an appropriate amount of any payments for work not performed or for unsatisfactory performance of Contractual requirements.

BRIDGES

The work areas generally include the grassed, riprap and landscaped areas of the bridge approach ramps, bridge structure surface area, sides and underneath the bridge abutment embankment slopes with the exception of any adjacent property presently maintained by private residents.

CITY-OWNED LOTS AND MISC. RIGHTS-OF-WAY (ROW)

The work areas will generally include the grassed right-of-way areas, Cul-de-Sacs and vacant lots owned by the City. These areas will require all of the following services: mowing, edging and also the reporting of problems, irregularities, accidents and/or vandalism.

Work may be performed six days a week, Monday through Saturday, from 7:00 am to 7:00 pm. Work at any other time or day must be approved in advance by the Project Manager.

A. MOWING AND EDGING

All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be collected and removed at no additional cost. Grass shall be cut at a height of three and one-half (3 ½) inches. The number of cuttings may be modified by the Project Manager for reasons such as seasonal weather conditions. Mowing shall be completed by use of mulch type mower, flail mower or brush hog.

The Contractor shall be responsible for repairing any ruts caused by their mowers at no additional costs to the City.

Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all plant beds, posts, and trees. Grass root runners extending into the mulched areas shall be cut and removed when the edging is performed. Edging will also be required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, signposts, manholes, etc. where they exist. All debris on streets, sidewalks, or other areas resulting from edging shall be removed. No herbicide shall be used for edging.

All curb and gutter surfaces, including a four-foot (4') wide area from the face of the curb or sidewalk areas shall be cleaned after each service. All sidewalks shall be blown clean, but no clippings or other debris shall be blown or allowed to be deposited on adjacent private property or accumulate on right-of-way areas.

B. WEEDING

Weeding of all plant beds, sidewalk/pavement/curb joints, stone rip-rap areas and other mulched areas by chemical and/or hand removal will be performed as scheduled.

C. GENERAL SITE PRUNING

All groundcover, shrubs, canopy trees, palm trees, and other trees shall be inspected and pruned so as to maintain the proper or required heights as stated below for visibility, vehicular movement purposes and desired shape or form as determined by the Project Manager. Pruning shall also include removal of any dead or diseased foliage or branches.

Ornamental grasses, such as Fountain grass, Florida Gama or Fakahatchee grass during the first week of October and April shall be pruned in a pyramid shape to a twelve-inch (12") or twenty-four-inch (24") height based upon the type of plant. Ornamental type grasses such as Liriope muscari "Evergreen Giant," shall only be pruned at the direction and approval of the Project Manager.

Privately owned or exotic plant material that encroaches into the road rights-of-way shall be pruned or trimmed as directed by the Project Manager. Plant material with a canopy over pedestrian or bike pathways shall be maintained at a minimum height of ten (10) feet. Shrubs and groundcovers adjacent to pathways shall be pruned or trimmed to maintain two (2) feet of clearance from the edge of the pathway. Adjacent shrubs and groundcovers shall be maintained so that they are angled or are rounded away from the pathway.

D. TRASH REMOVAL

With each service, all site landscape and turf areas shall be cleaned by removing all trash or debris to include, but not be limited to paper, bottles, cans, other trash, and horticultural debris. All debris or trash pick-ups shall be performed **prior** to mowing in all turf areas.

Trash receptacles shall be emptied weekly and the plastic bag liners replaced. Contractor to furnish plastic bag liners for 45-gallon size hard plastic trash receptacle inserts.

The disposal of all trash and debris must be at a proper landfill or disposal site. All disposal fees, tipping or charges are to be included in the Bid Price.

MEDIANS

Areas are generally to include sidewalks, curbing, guardrails, landscaping, irrigation systems, pavers, lighting fixtures, benches, trash and recycle receptacles described as follows:

Work Areas:

- a) Roadway irrigated medians: North Collier Boulevard from Jolley Bridge to San Marco Rd.
- b) Roadway non-irrigated medians: Seaview Court the first (1) median off North Collier Boulevard to the sixth (6) median at Bayside Court.
- c) Roadway irrigated medians: South Collier Blvd. from San Marco Rd. to Winterberry Dr.
- d) Roadway non-irrigated medians: South Collier Blvd. (second median south of Winterberry) median forty-four (44) through median fifty-three (53).
- e) Right-of-way trees, landscape and turf areas: Collier Boulevard (North and South from Jolley Bridge to Collier Ct. Cul-de-Sac) along both sides of the roadway including the grassed and/or landscaped and irrigated and/or non-irrigated areas behind the back of the sidewalks.
- f) Roadway medians: South Barfield Drive, Sandhill Drive, South Heathwood Drive and Balfour Drive (approximately 1.75 miles total length).
- g) Right-of-way landscape and turf areas: San Marco Road and Barfield Drive intersection (along both sides of the roadways) generally from the intersection to the first driveway or alley egress points including the grassed areas under irrigation system.

A. MOWING AND EDGING

Mowing and edging shall include medians as well as those areas, if existing, along the outside edge of the sidewalks of adjacent properties that are not currently maintained by the property owners. Right-of-Way mowing and/or weed control is required from back of curb or sidewalk to the Right-of-Way line (in most cases the power pole). Swale areas must be kept under control throughout the entire year.

All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be collected and removed at no additional cost to the City. Grass shall be cut at a height at no less than three-and one-half inches (3 ½"). The height of the grass blade shall not exceed four (4) inches in height.

The Contractor shall use or alternate mowing practices, patterns or equipment within narrow turf areas so not to create wheel ruts or worn areas in the turf. Any areas of turf that become water soaked during the period of this Contract shall be mowed with twenty-one-inch (21" +/-) diameter hand walk behind type mowers to prevent wheel ruts in the turf caused by heavier type self-propelled rider mowers. The Contractor shall be responsible for repairing any ruts caused by their mowers at no additional costs to the City.

Mechanical edging of the turf shall be done with each mowing along all back of concrete curbs, around all plant beds, utility service boxes, storm drain inlets and signposts. Grass root runners extending into the mulched areas shall be cut and removed when the edging is performed. Edging will also be required in all turf areas around isolated sprinkler heads, valve boxes, shrubs, signposts, manholes, etc. where they exist. All debris on streets or other areas resulting from edging shall be removed. **No herbicide shall be used for edging.**

All curbing and/or gutters including a four-foot (4') area from the face of the curb and sidewalk areas shall be cleaned after each service. All sidewalks shall be blown clean, but no clippings or other debris shall be blown or allowed to be deposited on other adjacent property or accumulate on right-of-way areas, or to enter the Storm drain or Curb Inlets.

B. WEEDING

Weeding of plant beds, paver areas, curb joints and other mulched areas by chemical and/or hand removal will be performed as scheduled. Blue tracker will be required to be used when spraying.

C. GENERAL SITE PRUNING

For medians, general site pruning shall be defined as the pruning of any plant's foliage below a ten-foot (10') height. All groundcovers, shrubs, canopy trees and palms up to a ten-foot (10') height, shall be inspected and pruned as needed on a weekly basis, so as to maintain the proper required heights for visibility and desired shape or form as determined by the Project Manager or the City's Representative. Pruning shall also include removal of water sprouts, suckers, dead flower stalks and any dead or diseased foliage or branches. All groundcovers and shrubs shall be maintained at the required height as specified by the Project Manager to a maximum of 36" to 48" based upon plant species, with the exceptions of plants within sight window areas where the height needs to be maintained at a maximum of 18".

Shrub pruning should be done consistently throughout the project areas for all shrub types that require pruning so that landscape gives the appearance of continuity throughout.

During the first weeks of October and April, ornamental grasses, such as Fountain, Muhly grass, Florida Gama or Fakahatchee grass shall be pruned at its base to remove any old growth; grasses shall only be pruned after the blooming season. The grasses shall not be cut in a flat top method. Ornamental grass such as Liriope muscari shall only be pruned at the direction and approval of the Project Manager.

A two foot (2') wide mulched area from back of the curbs or sidewalks shall be maintained in planting beds, as a pathway for maintenance workers, this will also keep all plant material from encroaching into the roadways or sidewalks.

D. TRASH REMOVAL

With each service, all site landscape and turf areas shall be cleaned by removing all trash or debris to include, but not be limited to paper, bottles, cans, other trash, and horticultural debris. All debris or trash pick-ups shall be performed **prior** to mowing in all turf areas.

Trash and Recycle receptacles shall be emptied weekly and the plastic bag liners replaced. Contractor to furnish plastic bag liners for 45-gallon size hard plastic trash receptacle inserts.

The disposal of all trash and debris must be at a proper landfill or disposal site. All disposal fees, tipping or charges are to be included in the Bid Price. Recycle material shall become property of the contractor.

E. STREET CLEANING

A four-foot (4') wide area measured from the face of the curb including turn lanes, medians and median openings shall be cleaned with each site service to remove any accumulation of debris or objectionable growth to maintain a neat and safe condition.

F. IRRIGATION SYSTEMS – SERVICE REQUIREMENTS

City of Marco Island will maintain the reclaimed water signage if existing. The landscape Contractor shall observe the irrigation system as it pertains to plants and spray coverage and report any observed field problems when they occur. It is the responsibility of the Contractor to contact the City Project Manager at the onset of the project to submit recommended watering scheduling as it pertains to the irrigation program for the contracted area. The landscape Contractor will provide documentation in writing and shall include any changes or recommendations.

If the Contractor does not provide this documentation, the City will assume that the Contractor accepts full responsibility and approves the scheduling and usage approved by the City. Be aware that the Contractor will be expected to update and coordinate the watering schedules with the City Project Manager as required for monitoring purposes and also indicate a recommendation on the "Irrigation Schedule/Checklist". All irrigation requests shall be made in writing.

The contract area automatic irrigation system is operated by Hunter controllers, Hunter Nodes and a two-wire decoder irrigation control system. Contractor shall submit documentation of previous experience with operating, maintaining and troubleshooting the above listed type irrigation control systems.

All services listed under this Section shall be covered in the Contract Bid Schedule.

Conventional Pop-Up Sprinkler Systems

Labor costs for these listed irrigation services shall be included in the bid schedule.

NOTE: The Contractor shall complete the "Irrigation System Checklist Requirement" sheets as scheduled. The Report Sheets should be signed and submitted to the Project Manager. Check list should include all findings as part of the irrigation checks and watering requirements. City of Marco Island reserves the right to reject payment request for these services if checklist is not provided on a timely basis.

- 1) Each zone shall be manually turned on at the valve and a thorough inspection conducted to ascertain proper operation of the system. Controller operation and rain sensor function shall also be checked. Maintenance responsibilities include cleaning and adjustments of heads, nozzles, and valves to insure proper coverage, review of filters and backflow preventers, replacement of heads/nozzles as authorized, installation or replacement of damaged valve boxes/lids as authorized and adjustment of controllers and rain shutoff switches for settings and operations. Labor cost for these routine maintenance services shall be included in the bidder's Contract Proposal. You must always return all operation switches to automatic when finished. Operating zones shall only occur during non-peak traffic periods 9:30 A.M. - 3:30 P.M., Monday through Friday, and 8:00 A.M. - 5:00 P.M. Saturday and Sunday
- 2) Automatic Control Valve Assemblies and Quick Coupling Valves: Open zone control valve assembly boxes to review valves for leaks, proper settings and need to be cleared free of debris and/or mulch. Clean valve assemblies only if necessary. Quick coupling boxes are to be checked to make sure that they are free of debris and foreign objects. Keep all grass and mulch out of all valve boxes. All valve boxes in sod areas are to be kept at sod level. All valve boxes in plant beds are to be kept two inches (2") above finished mulch level. Inside of all valve boxes shall be kept clean, and the valves shall be kept one hundred percent (100%) accessible.
- 3) All cuts, leaks or other piping damage found to be caused by the Contractor's personnel or subcontractors performing services in the landscape areas shall be repaired immediately at no costs to the City.
- 4) Within all work areas the Contractor shall review the plant material and turf for dry or too wet conditions and/or pest infestation and if found, advise the Project Manager and correct the problem immediately. If plant material dies and Project Manager was not notified prior to condition of plants declining, it shall be the contractors' responsibility to replace the dead or infested plant material.
- 5) Review system and repair any blown-off heads, broken lines or leaks around heads or valves.
- 6) The Contractor shall further clean and adjust all sprinkler heads and nozzles to ensure that all landscaped areas receive total one hundred percent (100%) irrigation coverage and heads are not spraying onto roadways or walkways. If a longer nozzle is required contractor shall change nozzle.

- 7) Replace defective and/or broken heads or nozzles, install or replace defective and/or broken risers and repair minor breaks or restricted sprinkler lines. Inspect, clean and replace, if necessary, screen/filters within the sprinkler heads.
- 8) Replace damaged valve boxes/lids if caused by the Maintenance Contractor.
- 9) It shall be the Contractor's responsibility to notify the Project Manager of any irrigation problems or additional irrigation maintenance needs.
- 10) Major repairs to the irrigation systems include repairs to valves, controllers, electrical wiring and main lines. These repairs shall be priced out based on hourly rates and markup percentage submitted in the bid.
- 11) Minor repairs include replacement of heads, nozzles, installation or replacement of risers, repair of minor/lateral PVC piping breaks or subsurface piping or restricted sprinkler lines, replacement of damaged valve boxes/lids or decoder/solenoid replacement as necessary for proper and safe operation of the systems. All minor repairs labor costs are to be priced out based on hourly rates and markup percentage submitted in the bid.
- 12) Use only City-approved replacement parts and use only matched precipitation head replacements.
- 13) Upon issuance of a "Notice to Proceed", the Contractor shall review all irrigation systems and notify the Project Manager of any existing problems.
- 14) Notification to the Project Manager is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the Project Manager at no added cost. A police report must be filed, and a copy sent to Project Manager.

G. MISCELLANEOUS AND LANDSCAPE MAINTENANCE RESPONSIBILITIES

1. If plants, shrubs, trees, grass or foliage die due to neglect or damage, INCLUDING NON-REMOVAL OF TREE BRACING, by the Contractor, Contractor's employees or a Subcontractor as determined by the Project Manager or City's Representative, they shall be replaced at the Contractor's expense.
2. The Contractor shall provide ramps or other devices to gain access over the curb to all medians. The curb or turf areas shall not be damaged due to gaining access or they will be replaced at the Contractor's expense.
3. It shall be the Contractor's responsibility to notify the Project Manager of any maintenance problems or additional maintenance needs.
4. The Contractor shall perform inspections on all plants, shrubs, trees and grass areas for disease or insect infestation during each week's service to the site. The Contractor shall immediately notify the Project Manager should a disease or infestation be found and begin appropriate treatment per the Contract requirements.
5. The removal of existing tree and palm staking will be the responsibility of the contractor as part of Basic Maintenance. If plants become damaged or die due to neglect of reviewing and/or removing the tree staking as determined by the Project Manager, they shall be replaced at the Contractor's expense.
6. There are accent lighting fixtures at the entry/welcome signs at the Judge SS Jolley Bridge welcome sign that require an inspection. The inspection shall include a visual check of all lighting fixtures for damages

and a weekly manual operation of the lighting to verify proper operation. If any damages or improper operation are found an immediate notification to the Contract Manager is required.

7. Contractor shall review all palm and tree staking and/or bracing to ensure it is properly installed and adjusted. The Contractor shall review palm and tree bracing for removal purposes.

H. CANOPY TREE AND PALM PRUNING -- Canopy Trees shall be defined as any large shrub, tree or palm with foliage above a ten-foot (10') height.

All canopy trees and palms shall be pruned on a regular schedule to create and maintain a fifteen-foot (15') canopy clearance over the roadways. Canopy trees shall be selectively pruned twice per year to thin the interior canopy of cross branching and to shape the canopy of the trees. A **Professional Certified Arborist** shall oversee the pruning and shaping and shall be approved by the Project Manager. The work shall be done in a professional manner in accordance with ANSI 300, Part 1, 2, & 3 Pruning Standards. The arborist must be on-site to supervise pruning at all times. Any damaged materials or any incorrect pruning shall result in replacement of that material at the expense of the Contractor.

The portion of the canopy that falls below the ten (10') foot level shall be kept properly pruned. Palms shall be pruned annually (once) during the month of June of each year at the discretion of the Project Manager. The palms shall only have the dead lower fronds removed and shall also include removal of all nuts, seed stalks, brown or dead and lower fronds removed from the palm. The nuts and seed stalks shall be removed from all palms; including self-cleaning palms. Fronds shall be cut close to the petiole base without damaging living trunk tissue. Any formed or forming seed pods shall also be removed. If for any reason more of the dead fronds need to be removed, prior approval must be obtained by the Project Manager and then the palms shall be pruned to a "Tropical Cut" or to remove lower fronds at a nine (9) o'clock - three (3) o'clock level from the base of the palm's bud or trunk (or below the horizontal line of a 9 and 3 o'clock). All palms are the responsibility of the contractor.

The work shall be done in a professional manner in accordance with acceptable trade standards and practices. The palms shall not be climbed with tree spikes to remove the fronds. The pruning shall be accomplished by the use of a ladder, boom truck or lift. All debris from the pruning shall be removed and the site shall be left in a clean and neat manner. Under story plantings under palms and trees being pruned shall be protected. Any damaged materials shall be replaced by and at the expense of the Contractor.

When the annual or bi-annual heavy pruning work is being performed with the use of a lift or boom truck, it is required that the adjacent traffic or turn lane to the work area be closed pursuant to the FDOT maintenance of traffic (M.O.T.) 600 series indexes.

I. ORNAMENTAL AND TURF SPRAYING

Overall Ornamental & Turf Spraying of plants, shrubs and grassed areas is included in the Contract. Applications shall be made the day following a rain event when plant material is dry. Applications shall be made to turf the day following irrigation or a rain event when grass blades are dry.

1. The Pest Control Firm performing these services shall possess and provide the following to the Project Manager:

- a. Valid State of Florida Pesticide License that complies with all Federal, State (Chapter 482) and local laws and regulations.
- b. Current Contractor's Occupational License for Pest Control Service.

2. The Pest Control Firm shall provide an overall written pest and spray program that shall incorporate ant and rodent control and shall meet or exceed the following minimum standards:

- a. Describe procedures, methods and techniques that will enhance the environment.

- b. Provide the maximum protection for the health, safety and welfare of the public and environment.
 - c. List of all chemicals to be used.
3. The Pest Control Firm shall make on-site inspections and provide written reports to the Project Manager.
4. Methods of Application: One hundred percent (100%) coverage and penetration shall be provided. Insecticides and Fungicides shall be applied at the proper pressure to provide maximum coverage.
 - a. Insecticides should be alternated from time to time to prevent an insect resistance to the application.
 - b. Herbicides used in turf areas shall be applied at the proper pressure.
 - c. Turf herbicides shall not be applied when the daily temperature exceeds eighty-five (85) degrees.
 - d. Spreader sticker (Nu-Film 17 or equal) shall be incorporated in all spraying of Groundcovers, Shrubs, Trees, Palms, and Turf Areas when recommended by the label.
 - e. Spray applications shall be applied during times of "No-Wind" conditions.
 - f. No trucks or tractors with bar type tires or a gross weight greater than three thousand (3,000) pounds will be allowed within or on the median areas.
 - g. At time of application, provide and place, traffic control meeting Florida Department of Transportation, M.U.T.C.D and FDOT 600 series Indexes.
 - h. All spray applications shall contain a wetting agent within the mix when recommended by the label or Project Manager.
 - i. The pH of water used in mix must be adjusted to meet pesticides manufacture recommendation and water pH and method must be documented and provided to Project Manager.
5. Rate of Application: All chemicals shall be applied at the rates recommended on the manufacture's labels.
6. Materials List: All insecticides, fungicides and herbicides chemicals to be used on turf areas and on plant materials shall be submitted in writing to the Project Manager for review and approval. All chemicals used shall be approved for use by the Environmental Protection Agency for its intended use and area of use.
7. Application Schedule:

The number of applications shall be as listed below unless otherwise required based upon the site inspection reports. Ferrmec AC 13-0-0 plus 6% iron at one-third (1/3) gallon of material per one hundred (100) gallons of water to be added with each application of insecticide, fungicide and herbicide. Application must be pre-approved by Project Manager.

 - a. Turf Areas:

Insecticides & Fungicides - Applications on an as needed basis, with prior approval by the Project Manager.

Herbicides – Applications on an as needed basis, to include Pre-emergent in February and September, Post-emergent in November, January and March or on an as needed basis, with prior approval by the Project Manager.
 - b. Groundcovers, Shrubs and Trees:

Insecticides & Fungicides - Applications on an as needed basis, with prior approval by the Project Manager.
 - c. Bed Areas:

Insecticides & Fungicides - Applications on an as needed basis, with prior approval by the Project Manager.

Herbicides – Applications on an as needed basis, Pre-emergent in February and September, Post-emergent in November, January and March or on an as needed basis, prior approval by the Project Manager required.
8. Additional Requirements: Records must be kept of all pesticide applications. Documentation shall include but not limited to date and time of application, weather conditions at time of application, what was applied and name of applier. This shall be included with the monthly invoice for payment. If pesticide documentation is not provided payment will be not be received for such application.

When it becomes necessary for the Contractor to return for additional spraying as directed by the Project Manager due to non-performance of a required application, such additional spraying shall be performed at no cost to the Owner.

J. PRESSURE CLEANING BRICK PAVERS

All median brick paver areas may be pressure cleaned annually to remove tire marks or other dirt which may be deposited on the surface areas. Sealing of paving areas may be at the direction of the Project Manager on a time and material basis.

Upon finding damage to the brick paving, an immediate notification to the Project Manager or his authorized representative is required. Upon finding damaged areas, the Contractor shall clean-up debris if present, and/or flag off the areas with protective barriers and/or high visibility hazard tape. The Contractor shall submit a bid as soon as possible for repair or replacement of the damaged brick curbing or paving areas. Repairs to the brick curbing and paving will be considered as additional expenses to the Contract. The additional expenses shall be charged as a time and material billing with the bricks being provided by the City. All additional expenses must be pre-approved by the Project Manager. Project Manager may use other contractor to replace and/or repair pavers.

K. MULCHING

Organic Mulch: A Non-recycled Grade "A", Pro Eucalyptus Organic Mulch. Areas with no mulch or new planting areas shall have mulch placed to provide for a four inch (4") non-compacted or unsettled depth measured from the existing soil grade. The area to receive the mulch shall be raked level to establish the proper finished grade and have all weeds removed prior to the placement of the mulch. Labor cost for weeding, hand grading and placement of new mulch shall be per the Unit Cost indicated on the Bid Page.

Re-mulching of plant beds shall have a one inch (1") non-compacted layer of mulch applied once a year during the month of October. Mulch distribution within a tree or palm area shall begin six inches away from the trunk of the tree or palm. Mulch shall not be piled against any plant branches or trunks. Prior to the re-mulching the Contractor shall turn and mix all the existing mulch in all medians and right-of-way areas.

Mulch shall not be placed over valves or valve boxes that are located within mulched areas and shall not be placed near or on the trunks of shrubs, trees or palms.

Mulch material may be purchased and installed by the Contractor or the City on case-by-case basis.

L. FERTILIZATION

Fertilization shall be completed by the end of the fertilization month. Any variation of this schedule needs to be pre-approved by the Project Manager; failure to do may result in non-payment. Fertilizer shall be applied at a rate per the technical specifications. It shall be broadcasted throughout the median planting beds and turf area. All tree pit areas should be fertilized evenly; there should not be a fertilizer ring around the tree under any circumstances. If a ring is formed you will have to go out and spread the fertilizer to correct the situation at the contractors' expense, this may include the additional purchase of fertilizer as it may not be able to spread. Shrubs and groundcovers shall have the fertilizer blown or fan raked off following the broadcast application. Immediately after the fertilizer is applied, the areas shall be watered. In areas where applicable, immediately after the fertilizer is applied, the sprinklers shall be activated for thirty (30) minutes to bring organic fertilizers to the soil's surface and to dissolve water-soluble particles. Following this watering, the controls shall be returned to automatic mode. Fertilizers containing Iron shall be removed from curbs to avoid staining. Fertilizers shall be removed from curbs and sidewalk areas to avoid staining.

Fertilizer material shall be purchased and installed by the Contractor. Payment for the work of fertilization shall include labor and full material costs. Fertilizers shall be removed from curbs and sidewalk areas to avoid staining. **Do not spray within 10 feet of water's edge or 10 ft. of any drainage facility.**

One (1) applications of FeEDDHA (138) Iron (for high pH type soils) at manufacturers recommended application rates will be applied during the month of March. The application is to be a root zone drench.

Any additional fertilizer applications to correct deficiencies will need to be approved by the Project Manager and comply with the City of Marco Island Fertilizer Ordinance and Best Management Practices (BMP).

M. EFFLUENT WATER IRRIGATION BY WATER TRUCK

The City delivers effluent water to planted medians on Seaview Ct. the first (1) through the sixth (6) median and South Collier Blvd., the forty-fourth (44) through the fifty-ninth (59). South Barfield Dr. (The first (1) median south of San Marco Rd. to the twenty-eight (28) median, Sandhill Dr. (Median 1), South Heathwood Dr. (Median 1), Balfour Dr. (Medians 1 & 2). Occasionally, the City's truck is out of service. In order to deliver adequate water to plants within planted medians, the contractor may be required to provide a water truck to provide the watering services typically provided by the City. The effluent water is provided by the City at no cost to the contractor.

One complete watering cycle requires each median to have two (2) passes, one on each side of the median area. The number of days or gallons applied daily or weekly may be adjusted due to rain or unforeseen circumstances by the Project Manager.

The Contractor shall be responsible for keeping all reclaimed water use records and provide records of gallons used to the Contract Manager during the period water is applied by the contractor. The City will provide the required form to record water use.

SITE SPECIFIC INFORMATION

Fertilizer Applications

Shrubs and Ground Cover Areas with Trees

Estimated Planting Bed Area: 142,500 SF (+/-)

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (18 bags)
October	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (18 bags)

(SR) – Means percentage of slow release products. 100% = 180-day slow release product.

Turf Areas with Trees

Estimated Turf Area: 450,000 SF (+/-)

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (60 bags)
May	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (60 bags)
October	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (60 bags)

(SR) – Means percentage of slow release products, SR fertilizer to have 50% and 100% slow release components where applicable.

SITE SPECIFIC INFORMATION

Roadway Name: Project Work Areas

South Barfield Dr.: Roadway Medians #1 thru 28 (San Marco Rd. to South Barfield Ct.) Non-irrigated,
Turf-52,000 S.F.+/-, Bed Area-89,000 S.F.+/-

San Marco Rd. & N. & S. Barfield Dr. Intersection:

Right-of-way grassed and/or landscape areas between back of curb and sidewalk and a generally three (3) foot width of grass behind back of sidewalks. One median north of San Marco Rd. Irrigated

Turf-20,000 S.F.+/-, Bed Area-400 S.F.+/-

Sandhill Dr. Roadway Median #1, Non-irrigated
Bed Area-850 S.F.+/-

South Heathwood Dr. Roadway Median #1, Non-irrigated
Bed Area-900 S.F.+/-

Balfour Dr. Roadway Medians #1 & 2, Non-irrigated
Bed Area-3,700 S.F. +/-

Linear Trail Park All landscape and planting areas within the Trail R/W from San Marco Rd. to Andalusia Dr. and within the Calusa Park Linear Trail

Fertilizer Applications

Shrubs and Ground Cover Areas with Trees

Estimated Planting Bed Area: 95,000 SF (+/-)

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (23 bags)
October	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (23 bags)

(SR) – Means percentage of slow release products. 100% = 180-day slow release product.

Turf Areas

Estimated Turf Area: 72,000 SF (+/-)

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (10 bags)
May	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (10 bags)
October	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (10 bags)

(SR) – Means percentage of slow release products, SR fertilizer to have 50% and 100% slow release components where applicable.

SITE SPECIFIC INFORMATION

Fertilizer Applications

Shrubs and Ground Cover Areas with Trees

Estimated Planting Bed Area: 142,500 SF (+/-)

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (18 bags)
October	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (18 bags)

(SR) – Means percentage of slow release products. 100% = 180-day slow release product.

Turf Areas with Trees**Estimated Turf Area: 450,000 SF (+/-)**

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (60 bags)
May	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (60 bags)
October	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (60 bags)

(SR) – Means percentage of slow release products, SR fertilizer to have 50% and 100% slow release components where applicable.

SITE SPECIFIC INFORMATION**Roadway Name: Project Work Areas**

South Barfield Dr.: Roadway Medians #1 thru 28 (San Marco Rd. to South Barfield Ct.) Non-irrigated,
Turf-52,000 S.F.+/-, Bed Area-89,000 S.F.+/-

San Marco Rd. & N. & S. Barfield Dr. Intersection:

Right-of-way grassed and/or landscape areas between back of curb and sidewalk and a generally three (3) foot width of grass behind back of sidewalks. One median north of San Marco Rd. Irrigated
Turf-20,000 S.F.+/-, Bed Area-400 S.F.+/-

Sandhill Dr. Roadway Median #1, Non-irrigated
Bed Area-850 S.F.+/-

South Heathwood Dr. Roadway Median #1, Non-irrigated
Bed Area-900 S.F.+/-

Balfour Dr. Roadway Medians #1 & 2, Non-irrigated
Bed Area-3,700 S.F. +/-

Linear Trail Park All landscape and planting areas within the Trail R/W from San Marco Rd. to Andalusia Dr.

Fertilizer ApplicationsShrubs and Ground Cover Areas with Trees**Estimated Planting Bed Area: 95,000 SF (+/-)**

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (23 bags)
October	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (23 bags)

(SR) – Means percentage of slow release products. 100% = 180-day slow release product.

Turf Areas**Estimated Turf Area: 72,000 SF (+/-)**

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (10 bags)
May	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (10 bags)
October	16-0-8 (50% SR)	6 lbs. / 1000 sq. ft. (10 bags)

(SR) – Means percentage of slow release products, SR fertilizer to have 50% and 100% slow release components where applicable.

ROADSIDE TREES**Work Areas:**

- a) San Marco Rd. – from Collier Blvd. to Floral Ct. and intersecting streets.
- b) North Barfield Dr. – from San Marco Rd. to Bald Eagle Dr. and intersecting streets.
- c) Bald Eagle Dr. – from San Marco/Heathwood Intersection to Palm St. and intersecting streets.
- d) Winterberry Dr. – from Collier Blvd. to South Barfield Dr. and intersecting streets.

A. EDGING

Edging shall include tree mulch rings and any associated planting beds.

Grass root runners extending into the mulched areas shall be cut and removed when the edging is performed. All debris resulting from edging shall be removed. **No herbicide shall be used for edging.**

All roadways, driveways and sidewalks shall be blown clean, but no clippings or other debris shall be blown or allowed to be deposited on other adjacent property or accumulate on right-of-way areas.

B. WEEDING

Weeding of mulched areas by chemical and/or hand removal will be performed as necessary to provide a weed free and well-maintained area. Blue tracker will be required to be used when spraying.

C. GENERAL SITE PRUNING

For these sites, general site pruning shall be defined as the pruning of any tree foliage below a ten-foot (10') height. All trees and palms up to a ten-foot (10') height shall be inspected and pruned as needed on a bi-weekly basis, so as to maintain the proper required heights for visibility and desired shape or form as determined by the Project Manager. Pruning shall also include removal of water sprouts, suckers, and any dead or diseased foliage or branches. All canopy trees and palms shall be pruned to maintain a ten-foot (10') height overall sidewalks and pruned to maintain a fifteen-foot (15') height over driveways or roadways.

Pruning should be done consistently throughout the project areas so that it gives the appearance of continuity throughout.

D. TRASH REMOVAL

With each service, all site areas shall be cleaned by removing all trash or debris to include, but not be limited to paper, bottles, cans, other trash, and horticultural debris. The disposal of all trash and debris must be at a proper landfill or disposal site. All disposal fees, tipping or charges are to be included in the Bid Price.

E. CANOPY TREE AND PALM PRUNING -- shall be defined as any tree or palm with foliage above a ten-foot (10') height.

All trees and palms shall be pruned on a regular schedule to create and maintain a fifteen-foot (15') height bottom canopy clearance over the roadways and driveways and a ten-foot (10') height over sidewalks. All canopy trees planted adjacent or under electrical overhead power lines shall be additionally pruned so to shape and/or reduce height the trees. Canopy trees shall be selectively pruned once per year in April to thin the interior canopy of cross branching; remove dead or damaged foliage; provide structural pruning, and to shape the canopy of the trees. A professional certified Arborist shall perform the pruning and shaping that has been approved by the Project Manager. The work shall be done in a professional manner in accordance with ANSI 300, Part 1, Pruning Standards Practices and Part 2, Fertilization Standard Practices and ANSI Z133.1 most current edition. The arborist must be on-site to supervise pruning at all times. Any damaged materials or any incorrect pruning shall result in replacement of that material at the expense of the Contractor.

The portion of the canopy that falls below the ten (10') foot level falls under the "General Site Pruning" portion of the contract and shall be kept properly pruned.

Non-self-pruning palms shall be pruned annually (once) during the month of June of each year at the discretion of the Project Manager. The palms shall only have the dead lower fronds removed and shall also include removal of all nuts, seed stalks, brown or dead and lower fronds removed from the palm. The nuts and seed stalks shall be removed from all palms; including self-cleaning palms. Fronds shall be cut close to the petiole base without damaging living trunk tissue. Any formed or forming seed pods shall also be removed. If for any reason more of the dead fronds need to be removed, prior approval must be obtained by the Project Manager and then the palms shall be pruned to a "Tropical Cut" or to remove lower fronds at a nine (9) o'clock - three (3) o'clock level from the base of the palm's bud or trunk (or below the horizontal line of a 9 and 3 o'clock). All palms are the responsibility of the contractor.

The work shall be done in a professional manner in accordance with acceptable trade standards and practices. The palms shall not be climbed with tree spikes to remove the fronds. The pruning shall be accomplished by the use of a ladder, boom truck or lift. All debris from the pruning shall be removed and the site shall be left in a clean and neat manner. Under story plantings under palms and trees being pruned shall be protected. Any damaged materials shall be replaced by and at the expense of the Contractor.

When the annual heavy pruning work is being performed with the use of a lift or boom truck, it is required that the adjacent traffic or turn lane to the work area, be closed pursuant to the FDOT maintenance of traffic (M.O.T.) 600 series indexes.

F. ORNAMENTAL SPRAYING

Ornamental Spraying of trees is included in the Contract. Applications shall be made the day following a rain event when plant material is dry.

1. It is required that the Pest Control Firm performing these services shall possess and provide the following to the Project Manager:

- a. Valid State of Florida Pesticide License that complies with all Federal, State (Chapter 482) and local laws and regulations.
- b. Current Contractor's Occupational License for Pest Control Service.

2. The Pest Control Firm shall provide an overall written pest and spray program that shall incorporate ant and rodent control and shall meet or exceed the following minimum standards:

- a. Describe procedures, methods and techniques that will enhance the environment.
- b. Provide the maximum protection for the health, safety and welfare of the public and environment.
- c. List of all chemicals to be used.

3. The Pest Control Firm shall make on-site inspections and provide written reports to the Project Manager once per month.

4. Methods of Application: One hundred percent (100%) coverage and penetration shall be provided. Insecticides and Fungicides shall be applied at the proper pressure to provide maximum coverage.

a. Insecticides should be alternated from time to time to prevent an insect resistance to the application.

b. Herbicides used in mulch areas shall not make contact with trunks nor drift onto adjacent turf or landscape plantings.

c. Herbicides shall not be applied when the daily temperature exceeds eighty-five (85) degrees.

d. Spreader sticker (Nu-Film 17 or equal) shall be incorporated in all spraying of Groundcovers, Shrubs, Trees, Palms, and Turf Areas when recommended by the label.

e. Spray applications shall be applied during times of "No-Wind" conditions.

j. No trucks or tractors with bar type tires or a gross weight greater than three thousand (3,000) pounds will be allowed within turf areas or driveways.

k. At time of application, provide and place, traffic control meeting Florida Department of Transportation, M.U.T.C.D and FDOT 600 series Indexes.

l. All spray applications shall contain a wetting agent within the mix when recommended by the label or Project Manager.

m. The pH of water used in mix must be adjusted to meet pesticides manufacture recommendation and water pH and method must be documented and provided to Project Manager.

5. Rate of Application: All chemicals shall be applied at the rates recommended on the manufacture's labels.

6. Materials List: All insecticides, fungicides and herbicides chemicals to be used in mulch areas and on trees shall be submitted in writing to the Project Manager for review and approval. All chemicals used shall be approved for use by the Environmental Protection Agency for its intended use and area of use.

7. Application Schedule:

The number of applications shall be as listed below unless otherwise required based upon the site inspection reports. Ferrmec AC 13-0-0 plus 6% iron at one- third (1/3) gallon of material per one hundred (100) gallons of water to be added with each application of insecticide, fungicide and herbicide. Application must be pre-approved by Project Manager.

a. Canopy Tree and Palm:

Insecticides & Fungicides - Applications on an as needed basis, with prior approval by the Project Manager.

b. Mulch/Bed Areas:

Herbicides – Applications are bi-weekly and/or on an as needed basis to maintain a weed free appearance.

8. Additional Requirements: Records must be kept of all pesticide applications. Documentation shall include but not limited to date and time of application, weather conditions at time of application, what was applied and name of applier. This shall be included with the monthly invoice for payment. If pesticide documentation is not provided payment will be not be received for such application.

When it becomes necessary for the Contractor to return for additional spraying as directed by the Project Manager due to non-performance of a required application, such additional spraying shall be performed at no cost to the Owner.

SITE SPECIFIC INFORMATION

Mulch areas are based upon a typical four-foot (4') diameter mulch ring existing around each tree.

Estimated Total Mulch Area:

14,100 SF (+/-)

Fertilizer Applications**Trees**

Fertilizer shall be applied to an approximate 100 sq. ft. area around each tree radiating 360 degrees away from the trunk of the tree.

<u>Months</u>	<u>Formulation</u>	<u>Application Rates</u>
March	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (26 bags)
October	8-2-12 Florikan (100% SR)	12 lbs. / 1000 sq. ft. (26 bags)

(SR) – Means percentage of slow release products. 100% = 180-day slow release product.

Athletic fields

The Contractor shall be responsible to maintain three athletic fields for the City to include Winterberry, Mackle Park and Tommie Barfield Elementary. The Contractor shall complete and submit the "Grounds Maintenance Report" to the Project Manager after each application of fertilizer.

Winterberry Park is 3 acres. It is used for high school soccer home games and practice, high school football home games, little league baseball, adult softball and open play. Mackle Park is 3 ½ acres. It is used for club soccer, club flag football and open play. Tommie Barfield Elementary is 1.75 acres. It is used for high school baseball and football.

The fertilizer is 15-0-15. The potassium is Potash 0-0-50. Preemergent is used for weeds. Once a year chelated iron is used for color. Verticutting is once a year. Heritage fungicide application is used once a year for fungus and disease.

Mowing of the three athletic fields is estimated at 78 times. This number is estimating 13 weeks of rainy season. Additional mowing may be needed.



Heritage Application	Potash Application	Pre m	Vegetation Control	Turf Weed Control (may require)	Mole Cricket/ Ant	Chelated	Verticillium	Deep aer	Aerate
1Xs	3Xs	2Xs	9Xs	3Xs	2Xs	1Xs	1Xs	2Xs	2Xs
1Xs	3Xs	2Xs	9Xs	3Xs	2Xs	1Xs	1Xs	2Xs	2Xs
1Xs	3Xs	2Xs	9Xs	3Xs	2Xs	1Xs	1Xs	2Xs	2Xs

	Marco Island Utility Plants and Sites														
4	North Water Plant on E. Elkcam Cr.	26Xs	12Xs		12Xs		2Xs	2Xs	52xs	1X	6xs	26Xs			
5	South Water Plant on Lily Ct.	26Xs	12Xs		12Xs		2Xs	2Xs			6xs	26Xs			
6	Marco Shores Facility on Mainsail Dr Naples FL	26Xs	12Xs		12Xs		2Xs	2Xs			6xs	26Xs			
7	Marco Lakes 7130 Collier Blvd Naples FL	26Xs	12Xs		12Xs		2Xs				6xs	26Xs			
8	Rapid Infiltraion Basin within Fiddler's Creek Development	26Xs	12Xs		12Xs		2Xs					26Xs			

Bush Hog	Disc
12Xs	
12Xs	
	6Xs

* Irrigation system checks will be done as cheduled above, any repairs - as-needed labor+materials charged
If frequesncy 35Xs - weekly May through September and biweekly October through April


CITY OF
MARCO ISLAND
& VICINITY
LANDSCAPING
MAP

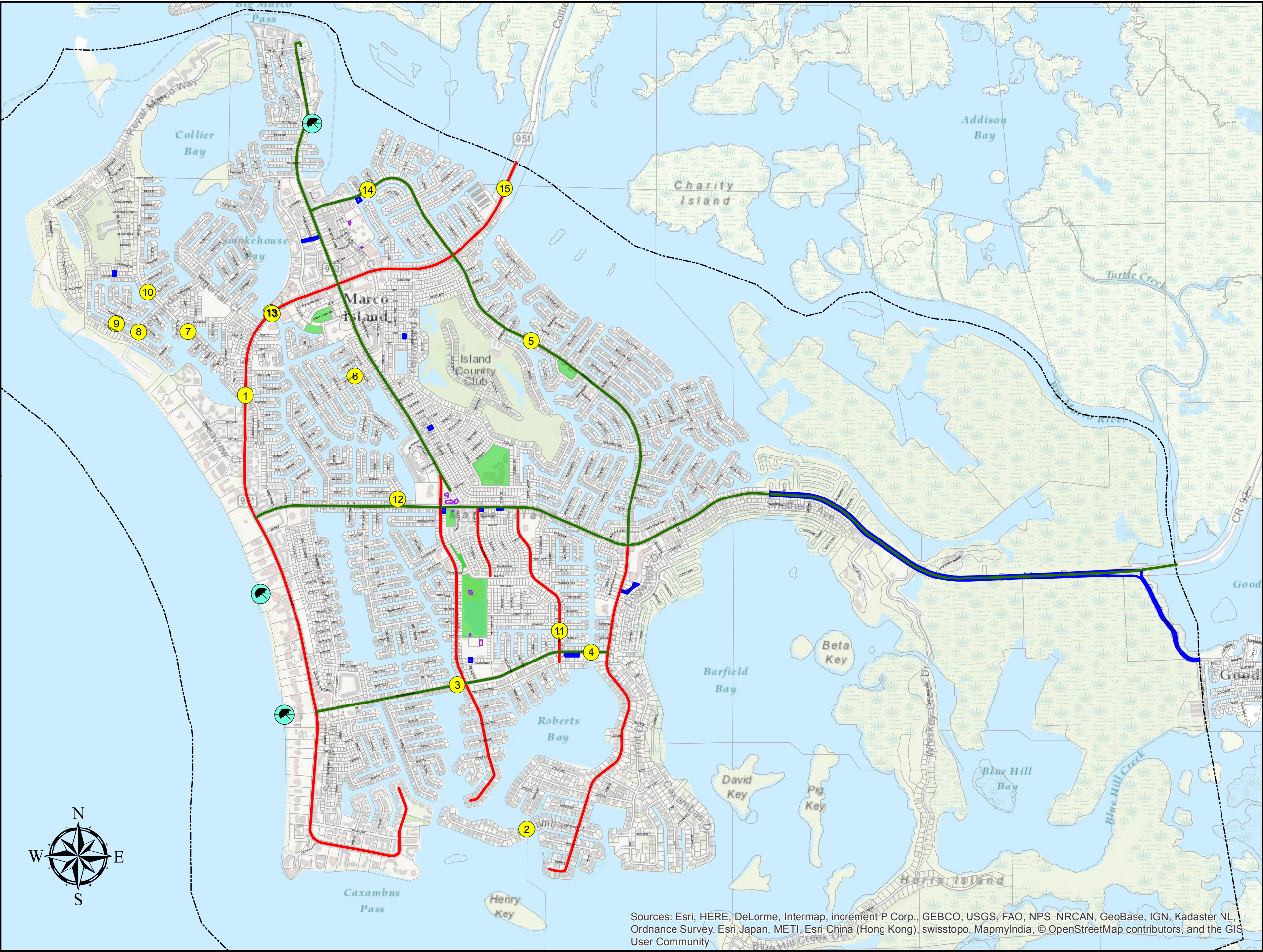
LEGEND

-  Beach Access
-  Bridge
-  Roadway
-  Roadside Trees
-  Parks and Open Spaces
-  Lots and Right-Of-Ways
-  Government Building
-  Parcels
-  City Limit Boundary



Disclaimer
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. The City of Marco Island assumes no liability for any errors or omissions in, or the positional accuracy of the GIS data or its derived products, and makes no warranties, express or implied, as to the use of the information obtained here. Users of this information are strongly cautioned to review the primary data and information sources to ascertain its usability.

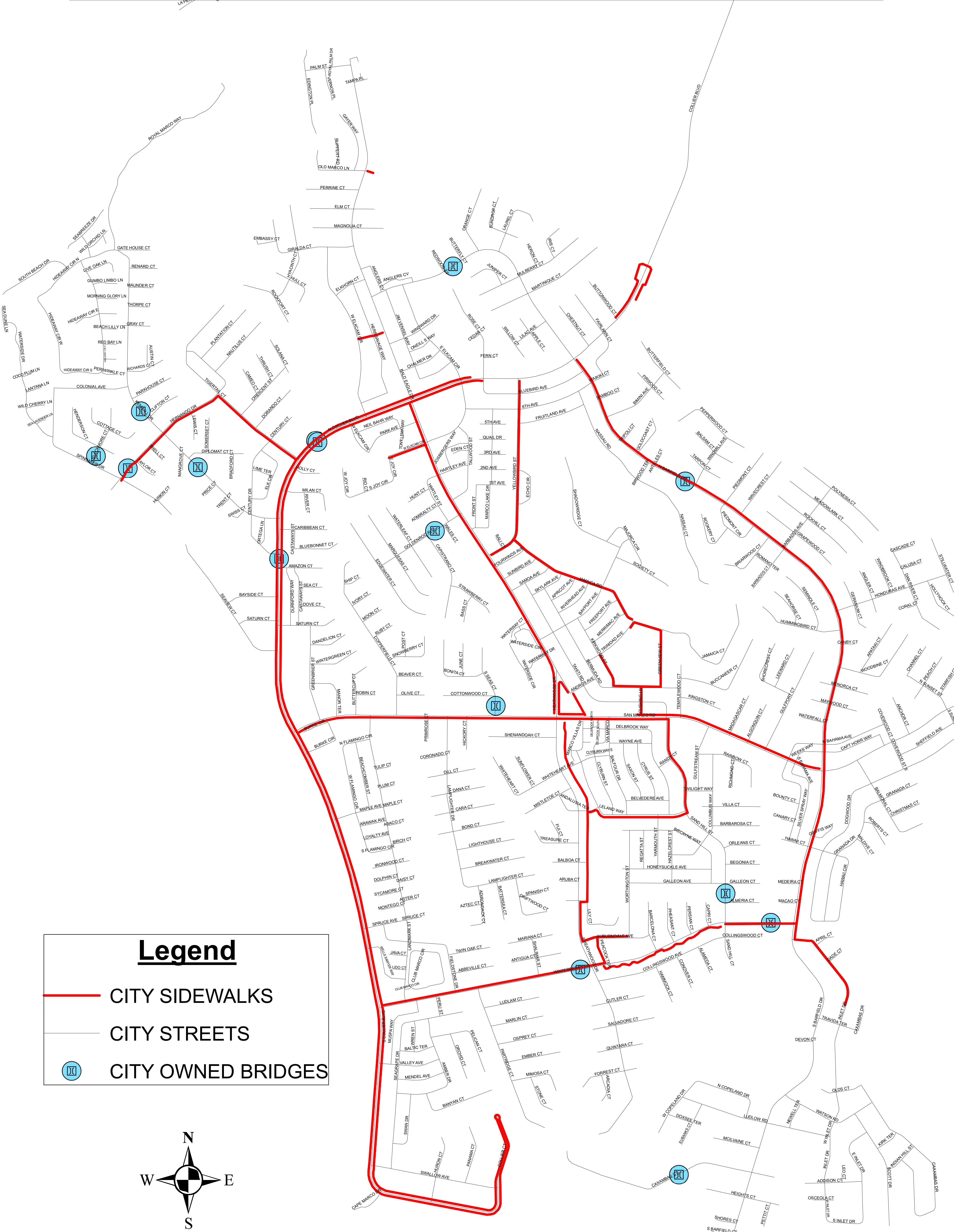
 SOURCE: CITY OF MARCO ISLAND GIS
CREATED: 07/01/2009
REVISED: 11/3/2009
FILE:



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

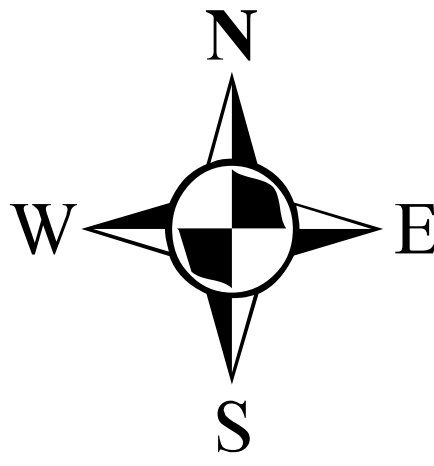
CITY OF MARCO ISLAND - PUBLIC WORKS DEPARTMENT

CITY OWNED SIDEWALKS AND SHARED USE PATHS



Legend

- CITY SIDEWALKS
- CITY STREETS
- CITY OWNED BRIDGES



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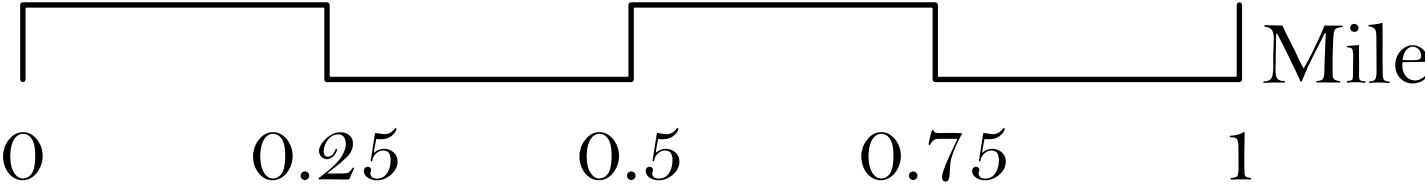


Exhibit E-6

Miscellaneous City owned lots and rights-of-way

Numbers next to aerials reference item number in the Bid Pricing table

IV. 4



IV. 5



IV. 6



IV. 10



IV. 11



IV. 12



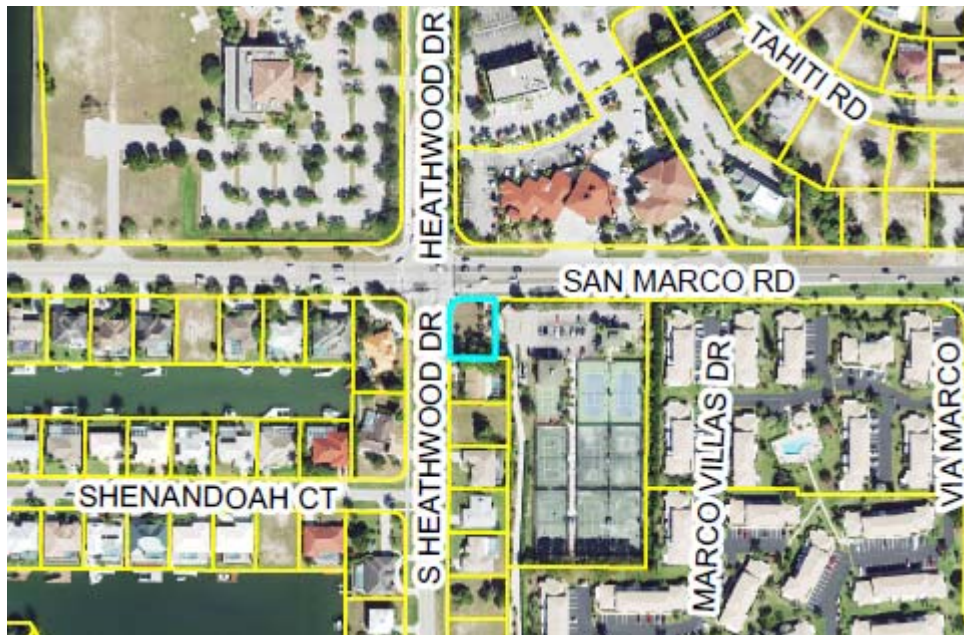
IV. 13

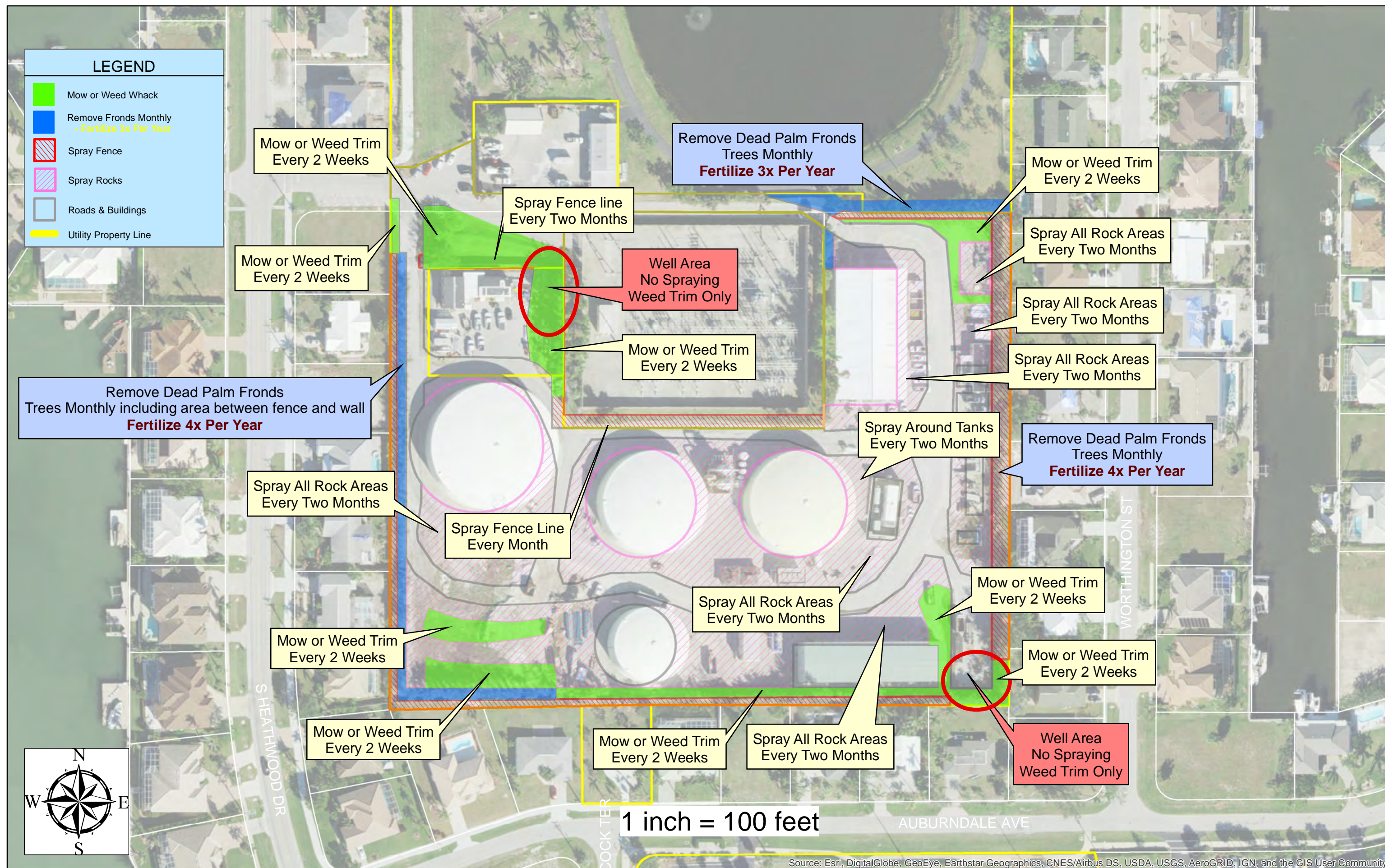


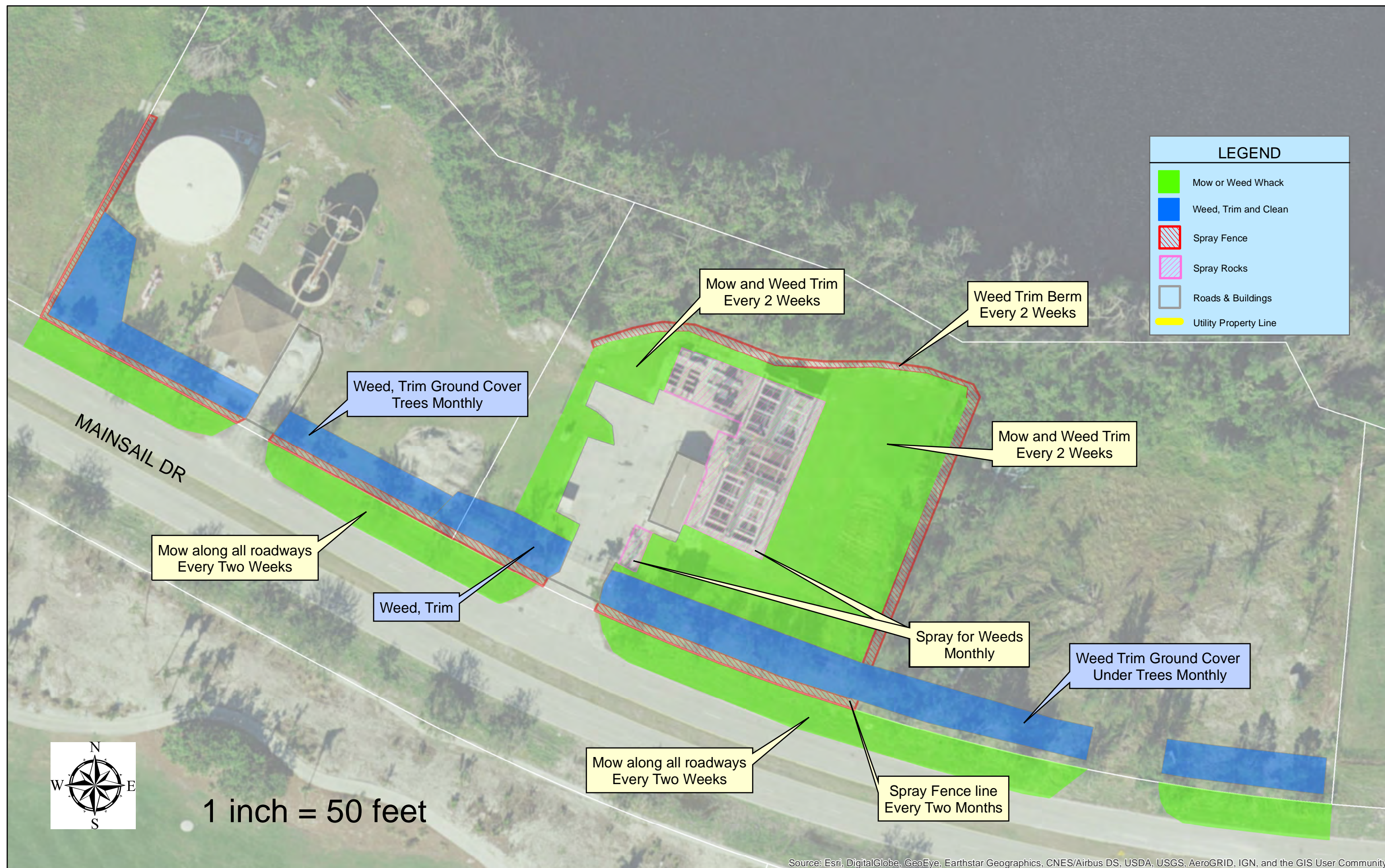
VI. 14



IV. 15







LEGEND	
	Mow or Weed Whack
	Weed, Trim and Clean
	Spray Fence
	Spray Rocks
	Roads & Buildings
	Utility Property Line



1 inch = 50 feet

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community







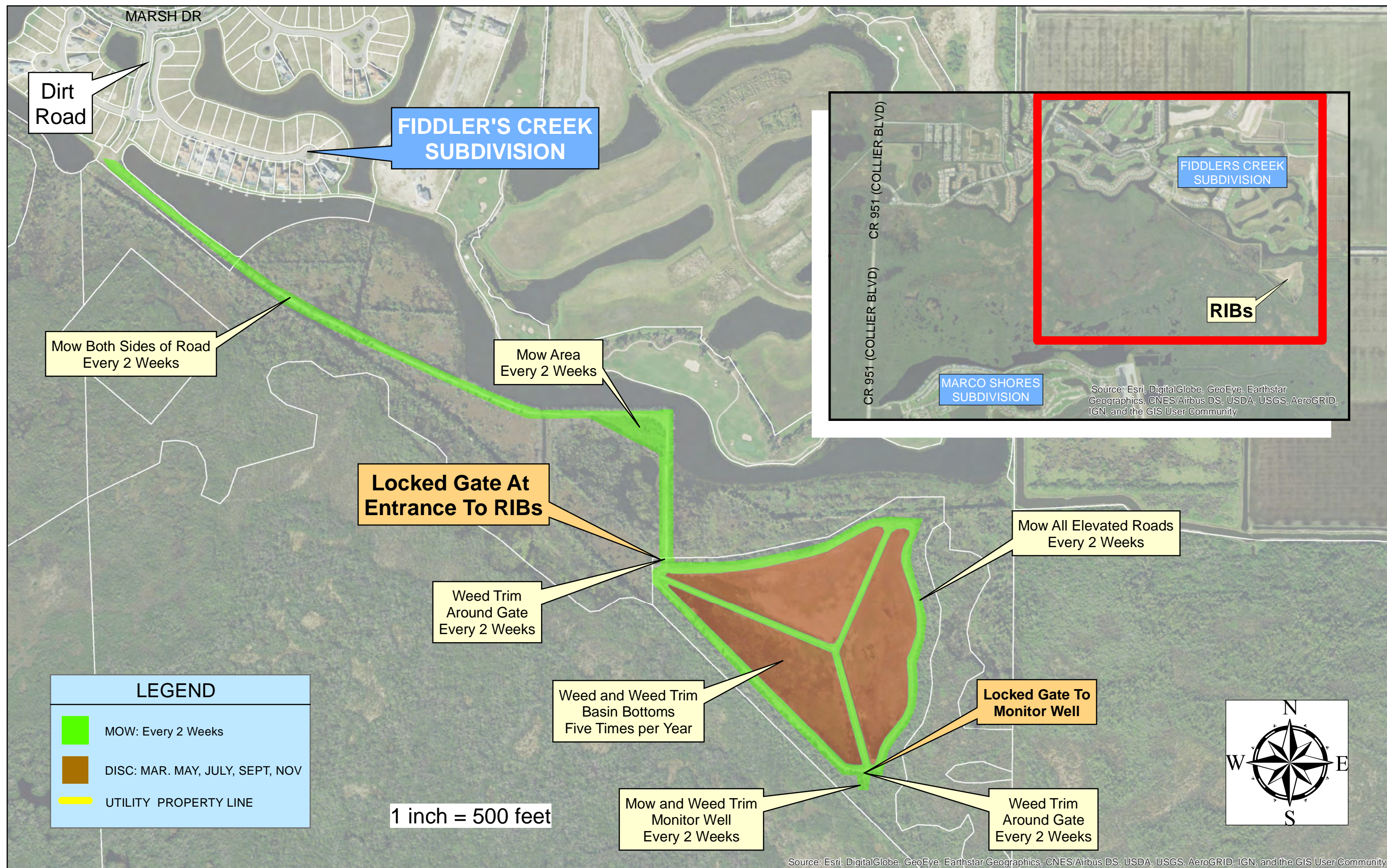


Exhibit E-8

CODE OF ORDINANCES CHAPTER 18 – ENVIRONMENT ARTICLE III. - FERTILIZER REGULATIONS

ARTICLE III. - FERTILIZER REGULATIONS

Sec. 18-61. - Short title.

This article shall be known and may be cited as the "City of Marco Island Fertilizer Control Ordinance."

(Ord. No. [16-02](#), § 2, 3-7-2016)

Sec. 18-62. - Intent and purpose.

- (a) To provide for the regulation of fertilizers containing nitrogen or phosphorous and to provide specific management guidelines for fertilizer application in order to minimize the negative environmental effects said fertilizers have in and on the waterbodies within and surrounding the city.
- (b) These guidelines and practices are established to help communities, developers, builders, contractors, businesses and homeowners be partners in improving and protecting Florida's environment.
- (c) This article is based on the "Model Ordinance for Florida-Friendly Fertilizer Use" or equivalent as encouraged by F.S. § 403.9337.
- (d) Nitrogen and phosphorous are essential ingredients for plant growth; however, overuse and improper application of these nutrients create water quality issues and pollute our treasured natural waters. They promote algae blooms and other excessive plant growth. Low to no phosphorus fertilizer and slow release nitrogen fertilizer, along with proper utilization, result in absorption by plants and lower levels of nitrogen and phosphorus reaching the water bodies within and surrounding the city and their associated watersheds.
- (e) Certification and training, as required by article IV (Marco Island Lawn and Landscape Maintenance Registration Regulations), will result in increasing the knowledge of lawn and landscape maintenance professionals, and their customers, of:
 - (1) The effects of pesticides, fertilizers and overwatering on the environment;
 - (2) Ways to reduce the amount of fertilizers and pesticides utilized; and
 - (3) Methods to limit water use on lawns and landscapes thus potentially lowering the impacts of nonpoint source pollution on local water bodies.

(Ord. No. [16-02](#), § 2, 3-7-2016)

Sec. 18-63. - Definitions.

Application means the physical deposition of fertilizer to turf or landscape plants.

Applicator means any person who applies, in any manner, fertilizer to turf or landscape plants within the city as defined in this article.

Approved best management practices training program means a training program approved per F.S. § 403.9338, or any more stringent requirements set forth in this article that includes the most current

version of the Florida Department of Environmental Protection's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008," as revised, and approved by the city manager or designee.

Best management practices means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

City manager means the city manager or his designee, who will administer and enforce the provisions of this article.

Code compliance officer or *inspector* means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city.

Commercial fertilizer applicator, except as provided in F.S. § 482.1562(9), means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer and includes the employer of the applicator.

Fertilize, *fertilizing*, or *fertilization* means the act of applying fertilizer to a lawn (turf), specialized turf, or landscape plant.

Fertilizer means any substance that contains nitrogen, phosphorus, or any combination of these 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.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Impervious surface means a constructed surface, such as a sidewalk, road, parking lot, or driveway, covered by impenetrable materials such as asphalt, concrete, brick, pavers, stone, or highly compacted soils.

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

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

Lawn and landscape professional means any person who engages in solicitation for the delivery of lawn or landscaping maintenance and services.

Low maintenance zone means an area a minimum of ten feet wide adjacent to watercourses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

Leaching means the process by which soluble constituents are dissolved and filtered through the soil by a percolating fluid.

Noncommercial applicator means any person other than a commercial fertilizer applicator or institutional applicator who applies fertilizer on turf or landscape plants in the city, such as an individual owner of a single-family residential unit.

Person means any natural person and shall also mean any business, corporation, association, club, organization, and/or any group of people acting as an organized entity.

Prohibited application period means the time period during which any of the following are likely: flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of Collier County, issued by the National Weather Service, or if heavy rain (World Meteorological Organization definition of heavy rain is rainfall greater than or equal to 50 mm (two inches) in a 24-hour period).

Rainy season means June 1 through September 30 of each calendar year.

Rapid release or water soluble nitrogen means any product containing:

- (1) Ammonium nitrate.
- (2) Ammonium sulfate.
- (3) Calcium nitrate.
- (4) Diammonium phosphate.
- (5) Monoammonium phosphate.
- (6) Potassium nitrate.
- (7) Sodium nitrate.
- (8) Urea (not in the form of slow release nitrogen).
- (9) Others as may be designated in writing by the administrator.

Runoff means the water that results from and occurs following a rain event, or following an irrigation event, because the water is not absorbed by the soil or landscape and flows from the area.

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this article, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

Slow release, controlled release, timed release, slowly available, or water insoluble nitrogen means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a "rapid release nitrogen" product. Forms of slow release, controlled release, slowly available, or water insoluble nitrogen include:

- (1) Isobutylidene diurea (IBUD).
- (2) Resin, polymer, or sulphur coated urea.
- (3) Biosolids or residuals from domestic wastewater treatment.
- (4) Ureaformaldehyde.
- (5) Composted animal manure.
- (6) Others as may be designated in writing by the city manager or designee.

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

Wetlands means those areas that are inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal conditions do support, a prevalence of vegetation typically adapted for life in saturated soils [see Fla. Admin. Code R. 62-340].

Yard waste means shredded yard clippings, leaves, grass clippings, coconuts, limbs and any plant debris created in the act of mowing, trimming and removal of vegetation.

(Ord. No. [16-02](#), § 2, 3-7-2016)

Sec. 18-64. - Fertilizer regulations.

- (a) *Applicability.* This section shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the city unless such applicator is specifically exempted by the terms of this section from the regulatory provisions of this section. This section shall be prospective only, and shall not impair any existing contracts.
- (b) *Exemptions.* This section shall not apply to:
 - (1) Bona fide farm operations as defined in the Florida Right to Farm Act, F.S. § 823.14.

- (2) Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock.
 - (3) 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. Yard wastes shall not be disposed of or stored by shorelines, seawalls, swales or near storm drains.
 - (4) Athletic fields that are maintained by a public entity and used by the public are exempt from fertilizer application regulations under section 18-64(f)(1) of this article.
 - (5) Newly planted turf and/or landscape plants may be fertilized only for a 60 day period beginning 30 days after planting, if needed to allow the plants to become well established. Caution should be used to prevent direct deposition of nitrogen and phosphorus into the water.
- (c) *Impervious surfaces.* Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed. 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. In no case shall grass clippings, vegetative material, and/or vegetative debris, including coconuts either intentionally or accidentally, be washed, swept, thrown, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, sidewalks or roadways.
- (d) *Fertilizer free zones.*
- (1) Fertilizer shall not be applied within ten feet of any pond, stream, storm drain, watercourse, lake, canal or wetland as defined by the Florida Department of Environmental Protection, or from the top of a seawall.
 - (2) Spreader deflector shields are required when fertilizing adjacent to fertilizer free zones or impervious surfaces.
- (e) *Timing of fertilizer application.* No applicator shall apply fertilizers containing nitrogen or phosphorous to turf and/or landscape plants during the rainy season (June 1 - September 30) and the prohibited application period and to saturated soils.
- (f) *Fertilizer content and application rate.*
- (1) Phosphorus fertilizer shall not be applied to turf or landscape plants unless a soil or tissue deficiency has been verified by an approved test. Where a deficiency has been verified, phosphorous fertilizer shall not be applied at application rates that exceed 0.25 lbs. $P_2O_5/1000\text{ ft}^2$ per application and not to exceed 0.50 lbs. $P_2O_5/1000\text{ ft}^2$ per year.
 - (2) Fertilizer applied to turf or landscape plants within the city must contain no less than 50 percent slow release nitrogen per guaranteed analysis label as guaranteed analysis and label are defined in F.S. ch. 576.
 - (3) *Total yearly applications.* Fertilizers shall not be applied more than four times during any one calendar year to a single area. No more than four pounds of nitrogen per 1,000 square feet shall be applied to any turf or landscape area in any calendar year.
 - (4) Where fertilizer application is not described in this article, fertilizer shall be applied in accordance with requirements and directions provided by Fla. Admin. Code R. 5E-1.003 for turf and as found in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs.
- (g) *Education and outreach.*
- (1) The city will provide educational materials, notices and/or presentations notifying residents that fertilizers applied within the city shall be formulated and applied in compliance with this section.
 - (2) The beautification committee, in conjunction with city staff, shall incorporate into their community outreach programs no less than two educational sessions on the requirements of the fertilizer ordinance per year.

- (3) Retail businesses within the city selling fertilizer are requested to post a notice in a conspicuous location near the fertilizer notifying customers of the fertilizer ordinance.

(Ord. No. [16-02](#), § 2, 3-7-2016)

Sec. 18-65 - Permitting, penalties and enforcement.

- (a) *Permitting.* All persons intending to apply fertilizer are required to obtain appropriate permits from the city.
 - (1) A minimum of one business day prior to fertilizer application within the city, the person must apply for an e-mail permit, free of charge, indicating the location, type of fertilizer and acknowledgement that a spreader deflector will be utilized.
 - (2) Codes enforcement may visit any site where fertilization is occurring and stop work if a permit was not received or if improper products or methods are being employed.
- (b) Upon the request of code enforcement, applicators shall be required to provide the label for fertilizer being applied to verify compliance with this article.
- (c) Any person who violates any provision of this article shall be guilty of a noncriminal infraction. Violators will be subject to the issuance of a citation imposing the following penalties:
 - (1) First violation: a fine up to \$150.00; and
 - (2) Each subsequent violation: a fine not to exceed \$300.00.
- (d) Any person or persons, firm or corporation, or any agent thereof, who violates any of the provisions of any section of this article shall be punished by revocation of any certification issued under this article, and other penalties as may be imposed by the code enforcement magistrate pursuant to this Code, chapter 14 of this Code, and Florida law.

(Ord. No. [16-02](#), § 2, 3-7-2016)

CHAPTER 8 – BUSINESSES - ARTICLE IV. - MARCO ISLAND LAWN AND LANDSCAPE MAINTENANCE REGISTRATION REGULATIONS

ARTICLE IV. - MARCO ISLAND LAWN AND LANDSCAPE MAINTENANCE REGISTRATION REGULATIONS^[2]

Footnotes:

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Editor's note— Ord. No. [16-02](#), § 3, adopted March 7, 2016, repealed the former art. IV., §§ 8-70—8-81, and enacted a new art. IV as set out herein. The former art. IV pertained to similar subject matter and derived from Ord. No. 08-15, § 2, adopted Dec. 1, 2008.

Sec. 8-70. - Intent and purpose.

The intent and purpose of this article is to require any person or business entity performing lawn or landscaping maintenance work in the city to possess minimum qualifications and competency that will assist in strengthening and promoting public awareness of the need to engage in certain lawn and landscape maintenance activities and therefore mitigate long-term and immediate adverse impacts from stormwater run-off into natural water bodies located in and adjacent to the city.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-71. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicator means any person who applies, in any manner, fertilizer to turf or landscape plants within the city as defined in this article.

Certification means the process of completing the state-approved course and test as required in F.S. § 482.1562.

Commercial fertilizer applicator, except as provided in F.S. § 482.1562(9), means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer and includes the employer of the applicator.

Landscape architect means an individual licensed by the state responsible for the preparation of landscaping plans and design.

Lawn and landscape professional means any person who engages in solicitation for the delivery of lawn, landscaping or lawn or landscaping maintenance services.

Noncommercial applicator means any person other than a commercial fertilizer applicator or institutional applicator who applies fertilizer on turf or landscape plants in the city, such as an individual owner of a single-family residential unit.

Registration is the process of applying to the city for recognition of appropriate certification to apply fertilizer within the city and receipt of a decal identifying the vehicles of the approved applicators.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-72. - Exemptions.

The registration requirement of this article shall not apply to the following:

- (1) Any individual noncommercial property owner engaging in lawn, landscaping or lawn or landscaping maintenance on one's own property;
- (2) Any landscape architects licensed by the state engaging in lawn or landscaping maintenance services;
- (3) Any individual or business entity, which possesses a license from the state to apply herbicides, pesticides, chemicals; or
- (4) Any individual or business entity possessing a valid specialty contractor's license from Collier County for the delivery of services such as landscaping, tree removal and trimming, and irrigation.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-73. - Regulated activities.

- (a) It shall be a violation of this Code to provide any lawn and landscaping maintenance and services in the city without first being certified and registered with the city as a lawn and landscape professional as provided herein.
- (b) Any lawn and landscaping maintenance and services, including fertilizer application, provided to the city by a lawn and landscape professional shall have at least one supervisor at each work site registered with the city as a lawn and landscape professional. In addition, all business entities under contract with the city shall have ten percent of their staff certified and registered with the city as a lawn and landscape professional within six months of entering into a contract with the city; and 50 percent of their staff certified by the city as a lawn and landscape professional within one year of entering into a contract with the city.
- (c) Any lawn and landscaping maintenance or services, including fertilizer application, provided by lawn and landscape professionals within the city shall have at least one supervisor certified and registered with the city as a lawn and landscape professional. These businesses shall provide at least one supervisor and/or crew leader per vehicle registered by the city as a lawn and landscape professional within one year of adoption. Any landscaping professional applying fertilizer is required to be state certified and city registered.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-74. - Certification application; contents.

(a) *Training and licensing.*

- (1) F.S. § 482.1562 contains language regarding the limited certification of urban landscape commercial fertilizer application. Fertilizer applicators, as certified under that section of state statute, shall have and carry in their possession at all times when applying fertilizer, evidence of that certification.
- (2) The city also hereby requires lawn and landscape professionals, except as exempted above, to abide by and successfully complete the six-hour training program in the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries offered by the Florida Department of Environmental Protection through the University of Florida Extension program (or approved equivalent), as well as local ordinance requirements, as amended.

- (b) *Lawn and landscape professional registration.* It shall be a violation of this article for lawn and landscape professionals, except as exempted above, to fertilize lawns or landscape plants without first being certified with the state and business registered with the city as provided herein.
- (1) Any lawn, landscaping and landscape maintenance business that applies fertilizer shall register supervisors/crew leaders with the city.
 - (2) Lawn and landscape professionals registering with the city as such shall:
 - a. Attend and successfully complete the six-hour training program as described above.
 - b. Attend and successfully complete the three-hour annual refresher course (or approved equivalent) for renewal of registration.
 - c. Certification and registration shall be based on demonstrated ability, experience, and education in the following areas of competency:
 1. Effects of the environment from sediment, nutrients, and pesticides moving off-site through surface or ground water.
 2. Site design and plant selection to enhance the natural environment.
 3. Rates and methods of applying fertilizer and irrigation that minimize negative environmental consequences.
 4. Utilization of integrated pest management to both minimize pests and decrease chemical applications.
 - d. Illustrate an ability to apply his or her knowledge of the concepts identified herein by providing a written, detailed management plan that outlines maintenance activities to be carried out for specific locations.
 - e. Provide an initial application fee of \$50.00, which shall be used to defray the costs of the program. A fee of \$15.00 shall be charged to renew certification. The application fee may be amended by resolution of the city council as may be necessary.
 - (3) The city shall provide any person who has satisfied the requirement set forth herein and paid the application fee, registration and a decal indicating the city considers that person to be a certified lawn and landscape maintenance professional.
 - (4) The registration program shall be managed and administered by the growth management department. However, the city manager or designee shall retain the authority to approve registration of any applicant for lawn and landscape registration.
 - (5) It shall be the responsibility of the landscape professional to complete required training and to register with the city.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-75. - Duration, renewal.

A registration issued under this article shall be valid for one year. Renewals for an additional one-year period may be granted, unless previously issued registrations are revoked as provided in this article. A maximum of two one-year renewals will be granted without submission of a new registration application and without payment of the applicable registration fee. However, prior to receiving a renewed registration, the applicant must update and make any necessary changes needed to the previously submitted application. Certification with the state must occur in compliance with state regulations.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-76. - Duty to carry, exhibit certification and receive appropriate permit.

- (a) *Identification.* Every registered lawn and landscaping professional shall carry his or her registration and photo identification at all times while engaged in lawn or landscaping maintenance work in the city.

The city-issued lawn and landscape professionals decal shall be displayed on every state-licensed motor vehicle used by a commercial fertilizer applicator or institutional applicator, and by lawn and landscape maintenance professionals when performing services within the city limits. One decal will be issued with each registration; each additional decal will cost \$5.00. The decal shall be displayed prominently and in such a manner as not to be obstructed.

- (b) *Permitting.* All registered landscape professionals are required to obtain appropriate permits from the city.
- (1) A minimum of one business day prior to fertilizer application within the city, the registered professional must apply for an e-mail permit, free of charge, indicating the location, type of fertilizer and acknowledgement that a spreader deflector will be utilized.
 - (2) Codes enforcement may visit any site where fertilization is occurring and stop work if a permit was not received or if improper products or methods are being employed.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-77. - Revocation authorized; grounds.

Registration issued under this article may be revoked by the city manager or designee after notice and hearing for any of the following offenses:

- (1) Fraud, misrepresentation or a false statement in the application.
- (2) Fraud, misrepresentation or a false statement in the performance of lawn or landscaping maintenance services.
- (3) Violation of any condition, provision or qualification provided in the application.
- (4) Conviction, nolo contendere plea or forfeiture resulting from violation of any city, state or federal law involving theft, fraud, violence or moral turpitude.
- (5) Conducting business in an unlawful manner or in such manner as to threaten breach of the peace or menace to public health, safety or welfare.
- (6) Failure to comply with any provision of this article and applicable sections of chapter 18, environment, of this Code.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-78. - Notice of revocation.

- (a) Written notice of revocation of a registration issued under this article and the grounds therefor shall be mailed or delivered to a certified lawn and landscaping professional at the address specified in its application.
- (b) The public will be notified of revocation of any landscaping professional's registration through the monthly report to city council, on the city's website and a notification will be posted at City Hall.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-79. - Appeal.

Any person aggrieved by the denial of a registration or revocation of a registration shall have the right of appeal to the city council. Such appeal shall be taken by filing with the city manager or designee, within 14 days after notice of the action complained of has been mailed or delivered to such person's last known address, a written statement setting forth fully the grounds for the appeal. The city manager or designee shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant at least five days before the date of said hearing. The decision and order of the city council on such appeal shall be final.

(Ord. No. [16-02](#), § 3, 3-7-2016)

Sec. 8-80. - Penalties.

Any person or persons, firm or corporation, or any agent thereof, who violates any of the provisions of any section of this article shall be punished by revocation of any registration issued under this article, and other penalties as may be imposed by the code enforcement magistrate pursuant to state law or this Code.

(Ord. No. [16-02](#), § 3, 3-7-2016)