



City of Ocala-City Hall

Diverse Small Business Enterprise Program (DSBE)

Contracting Officer 352-629-8366

Community Outreach Coordinator 352-629-3966

1055

AGREEMENT TO PERFORM GROUND MAINTENANCE

I, C & C SOLUTIONS LLC, agree to complete the mowing per the specifications in the scope of services provided for the following locations:

DRA#	LOCATION	Number of authorized cuts	PRICE
427	GROUP 15 (12.32 ACRES):		\$
	2500 BLOCK NE 36 th AVENUE	14/YR	\$ 776.14
			\$
	(SEE ATTACHED TERMS & CONDITIONS OF THIS AGREEMENT)		\$
			\$
	Upcharge for Insurance Premium		\$

Period of services: April 1, 2022 - September 30, 2024

Contractor Information

Business Name: C & C SOLUTIONS LLC

Billing Address: 4110 SE 31st PL

Phone: 352-480-8034

Email: christophermfrazier93@gmail.com

Agreed by; signature: _____

Print name: Christopher Frazier



City of Ocala-City Hall

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1056

AGREEMENT TO PERFORM GROUND MAINTENANCE

I, TLC LAWN SERVICES OF CENTRAL FLORIDA, agree to complete the mowing per the specifications in the scope of services provided for the following locations:

DRA#	LOCATION	Number of authorized cuts	PRICE
428	NE 24 th STREET GROUP 16 (1.07 ACRES): NE 36 th AVENUE	14/YR	\$ 80.25
430	NE 21 st STREET GROUP 16 (4.43 ACRES): NE 36 th AVENUE	14/YR	\$ 310.10
			\$
	SEE ATTACHED TERMS &		\$
	CONDITIONS OF THIS AGREEMENT		\$
	Upcharge for Insurance Premium		\$

Period of services: April 1, 2022 — September 30, 2024

Contractor Information

Business Name: TLC LAWN SERVICES OF CENTRAL FLORIDA

Billing Address: 1457 NE 51st CT, OCALA FL 34470

Phone: 352-229-9747

Email: benjel20@gmail.com

Agreed by; signature: _____

Print name: ERNIE BENJAMIN



City of Ocala-City Hall
Diverse Small Business Enterprise Program (DSBE)
Contracting Officer 352-629-8366
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1057

AGREEMENT TO PERFORM GROUND MAINTENANCE

I, WELL DONE LAWN LLC, agree to complete the mowing per the specifications in the scope of services provided for the following locations:

DRA#	LOCATION	Number of authorized cuts	PRICE
429	NE 25 th STREET & GROUP 17 (1.2 ACRES): NE 36 th AVENUE	14/YR	\$ 98.50
431	NE 21 st STREET & GROUP 17 (0.92 ACRES): NE 36 th AVENUE	14/YR	\$ 98.50
			\$
	SEE ATTACHED TERMS &		\$
	CONDITIONS OF THIS AGREEMENT		\$
Upcharge for Insurance Premium			\$

Period of services: April 1, 2022 - September 30, 2024

Contractor Information

Business Name: WELL DONE LAWN LLC

Billing Address: 4605 NW 44th TERRACE, OCALA FL 34482

Phone: 352-274-2294

Email: coopphone10479@gmail.com

Agreed by; signature: _____

Print name: CORNELIUS COOPER

BACKGROUND

1. The City of Ocala requires the services of an experienced DSBE contractor to provide grounds maintenance services for stormwater Drainage Retention Areas (DRA's).
2. These services include maintaining DRA's in the NE area of Ocala.
3. This quote is only available to registered Diverse Small Business Enterprise (DSBE) contractors.

CERTIFICATION, LICENSING, AND EXPERIENCE REQUIREMENTS

1. **Diverse Small Business Enterprise (DSBE) Certification Requirement:** Bidder must be DSBE certified, or eligible for certification and apply through the City of Ocala's DSBE program to submit a bid. The DSBE certification application and DSBE policy are available at: www.ocalsmallbiz.com
2. **Licensing Requirement:** If using restricted herbicides Bidder must be licensed as a commercial applicator with the Florida Department of Agriculture and Consumer Services.
3. **Experience Requirement:** Bidder must possess three years' experience in providing mowing/grounds maintenance services.

INSURANCE REQUIREMENTS*

1. **COMMERCIAL GENERAL LIABILITY:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **COMMERCIAL AUTOMOTIVE LIABILITY:** a combined limit of not less than \$1,000,000.
3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:** per Florida statutory requirements.

**This is a Diverse Small Business Enterprise (DSBE) solicitation and insurance requirements will be considered and may be reduced/adjusted based on the Contractor's policy and services provided.*

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years. The contract term begins in **April of 2022**.
2. **Renewals:** One (1) optional, two-year renewal term.

DEFINITIONS

1. **Trash:** Trash is defined as anything loose and useless, including, but not limited to bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, and Styrofoam cups and plates.
2. **Debris:** Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic, including, but not limited to: tree limbs less than six inches (6") in diameter and smaller than six feet (6') in length, tree branches, twigs, hedge clippings, and sapling trimmings.
 - A. One or two broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to remove.
 - B. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, Contractor shall contact the City Project Manager to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of the debris before mowing.

MOWING

1. Mow at a height of four inches (4") for Bahia and St. Augustine grass.
2. Contractor shall mow all grassed areas in accordance with the frequency indicated below. Specific mowing dates will be set by the City.

Month	Cuts per Month
January	0
February	0
March	1
April	1
May	2
June	2
July	2
August	2
September	2
October	1
November	0
December	1
Total cuts per year:	14

3. **Mowing areas:**
 - A. Mowing areas will include tops (inside and outside fenced-in area), slopes and any easement leading to retention pond including entire Right of Way (ROW) that borders the retention pond.
 - B. The bottoms of the retention ponds will **not** be cut by the Contractor unless specified in "Location Details" of areas on **Exhibit B – Price Proposal**.
4. **Trash and Debris:** Contractor **must** pick up trash and debris in and around the area to be mowed (to include fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. The Contractor is responsible for a clean area (free of trash and debris) with a neat appearance, even cut and no clumps of grass to remain in the mowed areas.
5. **Inspections:** All mowed areas will be inspected by the City Project Manager or designee.
6. **Damages:** Contractor shall be responsible for any and all damage caused while performing grounds maintenance/mowing services including, but not limited to, damage to any water sprinkler systems, shrubs, trees, fence, gates, etc.
 - A. Contractor shall report all damage to the City Project Manager.
 - B. The City Project Manager, in his or her sole discretion, will inspect and render a final decision as to the replacement and/or repairs that will be necessary.
 - C. All replacement and/or repairs will be performed by Contractor at no additional cost to the City.

- D. Any damaged ground sprinklers **must be repaired immediately** to ensure compliance with water conservation regulations.
7. **Backflows:** Backflow assemblies are in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall always have a wrench in their possession to shut off the water, should damage occur.

TRIMMING AND SPRAYING

1. **Trimming:** Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc.).
 - A. All stormwater outfall pipes, weirs, drains, manholes, drain structures, and wells inside the retention area shall be kept trimmed and free of weeds, vines, and invasive plants.
 - B. Trimming may need to be performed due to the slope ratio of DRAs, and around any trees, fences, utilities (fire hydrants, meter boxes, transformers, etc.) within the mowing areas.
 - C. Trimming must also be done around the outside of the fence line and where it's possible, mow at least six feet (6') around the sides of the retention pond.
2. **Chemical Use Near Private Property:** When using chemicals (if properly licensed) to treat fence lines, special care shall be used to ensure that chemicals are not sprayed onto adjacent private property.
3. **Fence Spraying:** A three-inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control, providing the adjacent side of the fence is not private property.
 - A. If the adjacent side is private property, a three-inch (3") swath shall only be sprayed on the City property.
 - B. Once the vegetation has been treated with chemicals the dead grass, weeds and vines are to be removed with a weed-eater or similar device down to ground level and the remaining dead vegetation removed from the fence.
4. **Tree Spraying:** A one-foot (1') diameter area from the base of trees shall be maintained when trimming around trees.
 - A. Contractor shall chemically kill or retard the growth directly under trees using Roundup or other suitable and equally effective herbicide.
 - B. When chemically trimming around trees, special care is to be given as not to spray the suckers growing from the ground around the tree; this may damage or kill the tree.
 - C. Removal of the bark greater than 25% of the diameter of the tree will require the tree to be replaced at no additional cost to the City.
 - D. This is common around Crepe Myrtles and not normally found around Oaks and other common hard wood trees.
5. **Grass Debris:** Grass shall never be blown into roadways or retention ponds. Contractor shall ensure all grass cuttings are kept off the streets and sidewalks.
6. **Sidewalks & Curb Edging:** All curbing (D and Miami) that borders the retention shall be edged. Sidewalks are to be edged, and where there are cracks in the sidewalks or curbing with grass and weeds

growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it is to be removed with a weed-eater or similar string device.

7. **Walking Trails:** All walking trails and/or sidewalks in or around DRA's are to be free of grass clippings and weeds and be edged. Retention ponds with these trails or sidewalks will be marked in "Location Details" of areas on **Exhibit B – Price Proposal**.

CONTRACTOR RESPONSIBILITIES

1. **Coordination:** Work shall be coordinated with the City Project Manager, Brian Herrick, Telephone: 352-351-6733, e-mail: bherrick@ocalafl.org.
2. **Work Hours:** All mowing will be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday.
 - A. Any change to days and/or times must be approved by the City Project Manager.
 - B. There will be no mowing on City-observed holidays, please refer to the section labeled HOLIDAY SCHEDULE.
 - C. Weekend work may be done at the Contractor's discretion, but the City reserves the right to prohibit weekend work.
 - D. Contractor shall immediately notify City Project Manager of any emergency situations that arise during the performance of work.
3. **Delays:** The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a case-by-case basis, for delays caused by the effects of rains or other inclement weather conditions.
 - A. No additional compensation will be made for delays caused by the inclement weather.
 - B. The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
4. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
5. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
6. Contractor's employees shall wear shirts or have a badge which identifies the company, and all trucks belonging to the Contractor must display the company's name.
7. When working near roadways, the Contractor shall wear a DOT-approved vest and place DOT-approved safety cones and DOT-approved "Men Working Signs" in front of and behind their vehicles.
8. **Sinkholes:** Contractor shall report any sinkholes found to the Public Works Department: 352-351-6733.
9. **Properties with Gates:** Contractor shall report any gates needing repair for failure to close, open, or lock to the City Project Manager. All gates **must** be closed and locked when finished mowing each retention area.

10. **Completion Reporting:** At the end of each working day, the Contractor **must** submit a list of all DRA locations which have been mowed to the City Project Manager.
11. **Photo Submission:** Daily, after completion of each location, the Contractor shall take a cellphone photo of the property using the Solocator or Timestamp cell phone app and e-mail the photo to the City designated e-mail address.

Contractor can visit the following links for additional details regarding the Solocator or Timestamp apps: www.solocator.com or www.timestampcamera.com.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. At least one crew member must communicate fluently in English.
3. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive or disorderly person in his or her employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
6. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the worksite, and be solely responsible for the acts or omissions of his employees.
7. No smoking is allowed on city property or projects.
8. **Equipment:** Contractor must possess/obtain all required equipment to perform the work.
 - A. Proper equipment must be used to mow slopes and berms within retention areas to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
 - B. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, causing damage to the grass plants.
 - C. A list of equipment shall be provided to the City upon request.

SAFETY

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, staff, public, etc.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing lost, damaged, destroyed, or stolen.

HOLIDAY SCHEDULE

1. The City of Ocala recognizes the following holidays:

New Year's Day	January 1 st
Dr. Martin Luther King, Jr.	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Thanksgiving Day (day after)	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th

2. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the city manager.

INVOICING

1. All original invoices will be sent to: Brian Herrick, Project Manager, Public Works Department, 1805 NE 30th Avenue, Building 300, Ocala, FL 34470, e-mail: bherrick@ocalafl.org.
2. Contractor will invoice at least once a month.

PRICING AND AWARD

1. Bidder must bid on all line items in the group(s) they want to provide services. Bidders may bid on both groups.
2. Pricing must include all costs to complete grounds maintenance services as outlined in this scope of work.
3. Bids will be received on a unit price basis. Award will be made to the lowest bidder for each of the groups meeting all requirements outlined herein. However, the DSBE program strives to distribute work and may award each of the groups to a different DSBE contractor.