



CITY OF NEW PORT RICHEY

AGREEMENT FOR LANDSCAPE MAINTENANCE - US HWY 19 CENTER MEDIANS FOR BID NO. 23-027

This AGREEMENT for LANDSCAPE MAINTENANCE - US HWY 19 CENTER MEDIANS (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF NEW PORT RICHEY, Florida, (hereinafter referred to as "CITY"), and **Design Landscaping Management, Inc.**, whose business address is 5901 US Hwy 19, Suite 7D, New Port Richey, FL 34652 (hereinafter referred to as "CONTRACTOR").

GENERAL SERVICE:

This document sets forth the requirements for Landscape Maintenance of:

1. US Highway 19 Center Medians; from Bridge to Trouble Creek Road

Agreement for Services:

Successful bidder is required to execute an agreement for services before start of the project. Upon award of this contract, the successful contractor will provide the City with a written schedule of work. Contractor must obtain all required insurances, bonds, certificates, and licenses prior to beginning service and if items are not received services may be cancelled by notification.

Contractor must adhere to the same terms and conditions as stated in the FDOT District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement executed between the City of New Port Richey and the Florida Department of Transportation on February 7, 2017. Section 2 Installation. (C) If the Agency desires to position vehicles, equipment, or personnel or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic supervise the set up and operation of Maintenance of Traffic devices at the site of the construction or maintenance activity. Prior to proceeding with construction, the Agency shall provide the Department with the Worksite Traffic Supervisor's certification and; Section 5 Maintenance (C) The Operations Center Engineer (FDOT) (727)575-8300 and the City Construction Services Division (727)841-4536, shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities.

LANDSCAPE MAINTENANCE SPECIFICATIONS:

Mowing:

Mowing performed to maintain proper height and will be dictated by the City. A sharpened blade will be used at all times to insure a clean even cut. Grass will be cut at approved horticultural practices and adjusted accordingly, as weather dictates. Time Frame to be determined by the City. Contractor must contact City Supervisor regarding when and where maintenance activities will be performed.

Hard Edging:

Power edging includes sidewalks, curbs, and other hard surfaces in concurrence with each mowing.

Soft Edging:

Edging of all beds, trees and other beds in concurrence with every other service.

String Trimming:

String trim the area that cannot be reached by mowers such as around poles, signs, and building, etc.

Weed Control:

Weed control on all flowerbeds and areas where weeds are evident will be performed continuously throughout the term of this agreement to maintain the beds relatively weed free. A combination of pre-emergent and post emergent herbicides are used in conjunction with mechanical methods to insure results.

Shrub Maintenance:

All shrubs, hedges, and flower beds will be trimmed and maintained to present a uniform appearance and maintain maximum plant vigor based upon approved horticultural practices.

Policing and Trash Removal:

Areas such as parking lots, curbs, walks, and driveways will be kept clean of grass and the clippings resulting from maintenance. Trash such as paper, glass, cans and other litter that is evident will be picked up during scheduled performance of the maintenance.

Quality Control Inspections:

A qualified area supervisor will inspect and make adjustments on properties weekly to insure the highest levels of quality control. These inspections will be coordinated with the Public Works Department.

Service Calls

Response time will be within a 24-hour period.

PEST CONTROL PROGRAM

We request the finest slow-release products to the green industry. The products used should encourage root development as well as top growth. By using slow-release products at strategic times of the year, the turf and ornamentals will maintain a consistent, lush look year-round.

The Pest Management Program shall be thoroughly controlled by a licensed pest control operator. The program should be customized to our particular plant material. Any adjustments that are required, such as additional fertilizer or insect and disease control will be made at no additional charge. Instead of seeking to eradicate all insects the program should be developed to control destructive insects while at the same time allowing those that are considered beneficial to the environment to survive.

SCHEDULE OF FERTILIZATION AND PEST CONTROL SERVICES

TURF:

APPLICATION 1 (Jan- Feb) Fertilizer & weed control

APPLICATION 2 (March-Apr) Fertilizer & weed control

APPLICATION 3 (May-June) Fertilizer & weed control
Insect Control

APPLICATION 4 (July- Aug) Fertilizer & weed control
Insect Control

APPLICATION 5 (Sept- Oct) Fertilizer & weed control
Insect Control

APPLICATION 6 (Nov-Dec) Fertilizer & weed control

TREE & SHRUB:

APPLICATION 1 - A balanced fertilizer with balanced necessary macro & minor elements to promote health & vigor along with disease & insect control as needed

APPLICATION 2 - A balanced fertilizer with balanced necessary macro & minor elements to promote health & vigor along with disease & insect control as needed

APPLICATION 3 - A balanced fertilizer with balanced necessary macro & minor elements to promote health & vigor along with disease & insect control as needed

APPLICATION 4 - A balanced fertilizer with balanced necessary macro & minor elements to promote health & vigor along with disease & insect control as needed

APPLICATION 5 - A balanced fertilizer with balanced necessary macro & minor elements to promote health & vigor along with disease & insect control as needed

APPLICATION 6 - A balanced fertilizer with balanced necessary macro & minor elements to promote health & vigor along with disease &

insect control as needed

SCHEDULE 1 (CALENDAR OF SERVICES)
LANDSCAPE MANAGEMENT MAINTENANCE SPECIFICATIONS

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
MOW	Time Frame to be determined by the City												
EDGING-SOFT	1	1	1	2	2	2	2	2	2	2	1	1	19
EDGING-HARD	1	1	1	2	2	2	2	2	2	2	1	1	19
STRING TRIMMING	2	2	3	4	4	4	5	5	4	3	1	1	38
PULLING WEEDS	2	2	2	2	2	2	2	2	2	2	2	2	24
FERTILIZE - PERENNIAL PEANUT			1										1
PEST CONTROL	1		1		1		1		1		1		6
PEST CONTROL				1						1			2
FERTILIZER-SHRUBS	1		1		1		1		1		1		6

The annual cost to maintain this property is based upon 40 visits.

BASE PRICE BID FORM

Location	Unit Price
US Hwy 19 Center Medians; from Bridge to Trouble Creek Road	\$ 29,661.48

Labor and Material Cost	
Labor Rate	\$
Material Cost plus 15%	

AGREEMENT REQUIREMENTS:

Deliveries or Performance:

The successful bidder shall be required to complete the work schedule as outlined under the Maintenance Specifications. Contract shall be for 12 months beginning on January 1, 2024 through December 31, 2024.

The City of New Port Richey reserves the right to extend this annual contract if the work is preformed satisfactory under the same terms and conditions for up to (3) three (1) one-year contracts with a maximum of a 3% increase upon request. With written consent of the contactor and provided that funds are available.

The Contractor shall develop and implement the necessary work control procedures to control all work requirements including any specific requirements and ensure their timely completion.

Activities under this contract must be coordinated with the activities of others in working simultaneously. The Contractor shall cooperate fully in minimizing work interference and will exercise caution to prevent the occurrence of damage to the work being performed by others.

Failure of Contractor to perform any of the services under this contract within twenty-four (24) hours of receipt of written demand for performance from the City shall constitute Breach of Contract.

SPECIAL CONTRACT REQUIRMENTS:

Protection of Work Property:

The contractor shall continuously maintain protection of all his work from damage and shall protect the City and residential properties from injury or loss arising in connection with this contract. The contractor must have all manufacturer safety components on every piece of equipment. The contractor shall make good any such damage, injury or loss.

Termination of Contract:

Bidders shall agree that is awarded the contract for the time specified and contractor fails to perform the services as requested in the work statement, the City reserves the right to cancel the contract for such cause, upon thirty (30) days written notice by the City to the contractor.

Cancellation:

The City shall have the right to unilaterally cancel, terminate or suspend this contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

It is expressly understood by the City and the Contractor that funding for any successive fiscal year is contingent upon appropriation of monies by the City Council. In the event that funds are not available or not appropriated, the City reserves the right to terminate the contract. The City will be responsible for any outstanding invoices prior to the termination.

Permits and Licenses:

The CONTRACTOR shall hold or obtain such contractor's and/or business licenses as required by State Statutes and CITY ordinances. The CONTRACTOR shall secure licenses and permits.

Performance Bond:

The CONTRACTOR shall provide a Performance Bond in the amount equal to three month's service at time of Agreement execution and annually upon contract renewal.

Insurance:

The bidder selected under this agreement shall maintain during the life of the contract, worker's compensation insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers Compensation Law.

Minimum Insurance Required:

Prior to the time the contractor is entitled to commence any part of this work or service under this contract, the Contractor shall procure, apply for and maintain at least the following insurance coverages and limits. Said insurance shall be evidence by delivered copies to the City: (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and two (2) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers Compensation: limits as required by law, employer's liability insurance of not less than \$100,000 for each accident.
2. Comprehensive General Liability Insurance: including, but not limited to independent contractor, contractual, premises/operations and personal injury covering the liability assumed under provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 for each occurrence.

Antitrust

By entering into this Agreement, the CONTRACTOR conveys, sells, assigns, and transfers to CITY all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the CITY under this Agreement.

Applicable Law

The Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the CONTRACTOR will in no way be a cause for relief from responsibility.

Assignment

The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of any contract or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the CITY.

Failure to Deliver

In the event of failure of the CONTRACTOR to deliver the goods and services in accordance with the Agreement terms and conditions, the CITY may procure the goods and services from other sources and hold the CONTRACTOR responsible for any resulting additional costs.

Fair Labor Standards

The CONTRACTOR and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such the Agreement, maintain fair labor standards as defined in applicable State and Federal regulations.

Independent Contractor

The CONTRACTOR shall be legally considered an independent contractor and neither the CONTRACTOR nor its employees shall, under any circumstances, be considered servants or agents of the CITY and the CITY shall not be legally responsible for any negligence or other wrongdoing by the CONTRACTOR, its servants, or agents. The CITY shall not withhold from the CONTRACTOR any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the CONTRACTOR.

Law Compliance

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the CONTRACTOR verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The CITY will consider the employment of unauthorized aliens by the CONTRACTOR, during the term of the Agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the CITY.

Limitation of Cost

The CONTRACTOR agrees to perform the work specified and complete all obligations under the Agreement within the stated amounts.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the CITY.

Unsatisfactory Work

If, at any time during the Agreement term, the service performed or work done by the CONTRACTOR is considered by the CITY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the CITY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the CITY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR. Notwithstanding the above, the CITY reserves the right to cancel the Agreement, without cause, by giving thirty (30) days' prior written notice to the CONTRACTOR of the intention to cancel.

Release of Liens:

The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

Waivers of lien are required for all disbursements for the entire project. Bidders are to complete the Source of Supply and Subcontractors form if applicable. This form must be included with the bid form and must be complete.

Warranty of Services:

All work performed and products provided by the Contractor shall be warranted against defects in material and workmanship and are to be conditionally guaranteed by the vendor for a period of at least one (1) year. Any recurrence of maintenance problems due to defects in such material and workmanship within the time frame shall be repaired or replaced by the Contractor at no additional cost to the City. Damage to City and/or private property by such defect shall be repaired or replaced at no additional cost to the City. All work provided under this contract shall apply to all other services provided under this contract. This is to be put in writing prior to executing the contract.

Payment

The CONTRACTOR shall invoice monthly for work completed prior to invoicing. Paper invoices for services covered in this Agreement shall be sent to the Public Works Sr. Administrative Office Manager: Amanda Grisko, griskoa@cityofnewportrichey.org, 6132 Pine Hill Road Port Richey, FL 34668

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this AGREEMENT for LANDSCAPE MAINTENANCE - US HWY 19 CENTER MEDIANS ITB 19-011 effective the day and year entered below.

ATTEST

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, CMC - City Clerk

Alfred C. Davis, Mayor-Council Member

Date: _____

(SEAL)

Timothy P. Driscoll, City Attorney

CONTRACTOR: Design Landscaping Management, Inc

WITNESSES:

By: _____

Print Name

Print or Type Name

Title: _____

Print Name

Date: _____

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.”

Signature

Date

Printed Name

Title