

**CONTRACT FOR LANDSCAPE MAINTENANCE  
FOR AMELIA CONCOURSE MSBU**

THIS CONTRACT entered into this 16th day of July, 2014, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **TRIM ALL LAWN SERVICE, INC.**, 97030 Elk Creek Court, Fernandina Beach, FL 32034, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Landscape Maintenance for Amelia Concourse Bid No. NC14-008, on May 29, 2014 at 10:15 a.m.; and

WHEREAS, the Facilities Maintenance Department determined that Trim All Lawn Service, Inc. was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Description of Services to be Provided**

The County does hereby retain the Vendor to furnish materials or services as further described in the Scope of Services attached hereto as Exhibit "B" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

**SECTION 2. Receiving/Payment/Invoicing**

**No payment will be made for materials ordered without proper purchase order authorization.** The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

**SECTION 3. Acceptance of Goods/Services**

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

**SECTION 4. Inspection/Acceptance Title**

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or it's using Department.

**SECTION 5. Firm Prices**

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

**SECTION 6. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 7. Permits/Licenses/Fees**

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

**SECTION 8. Taxes**

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

**SECTION 9. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

**SECTION 10. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 11. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

**SECTION 12. Assignment & Subcontracting**

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

**SECTION 13. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 14. Termination for Default**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

**SECTION 15. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

**SECTION 16. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**SECTION 17. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

**SECTION 18. Vendor Responsibilities**

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

**SECTION 19. Public Emergencies**

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

**SECTION 20. Period of Contract/Option to Extend or Renew**

This Contract shall begin August 1, 2014 and terminate July 31, 2017. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. This Contract shall allow for two extensions of one year in length. Total contract length and individual one (1) year extensions shall not exceed five (5) years. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

**SECTION 21. Exercise of Option**

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

**SECTION 22. Probationary Period**

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 23. Escalation Clause**

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

**SECTION 24. Supervision**

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

**SECTION 25. Indemnification and Insurance**

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out

of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

**Workers' Compensation:** The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 for bodily injury caused by an accident, each accident; \$100,000 for bodily injury caused by a disease, each employee; \$500,000 for bodily injury caused by a disease, policy limit.

**Business Auto Policy:** The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate. Coverage shall

include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Personal and Advertising Liability, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements:** Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". Above stated insurance policies will be endorsed to unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. A copy of the policy endorsements must be included with the Certificate of Insurance. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

**SECTION 26. Disputes**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the

Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

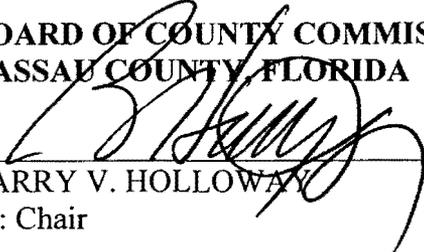
If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

**SECTION 27. Entire Agreement**

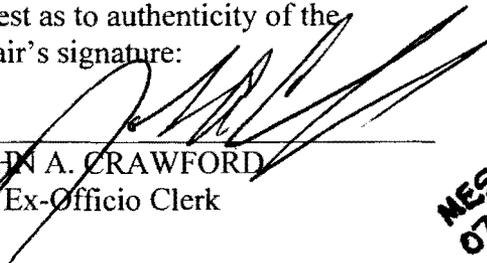
The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

[SIGNATURES BEGIN ON NEXT PAGE]

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
\_\_\_\_\_  
BARRY V. HOLLOWAY  
Its: Chair

Attest as to authenticity of the  
Chair's signature:

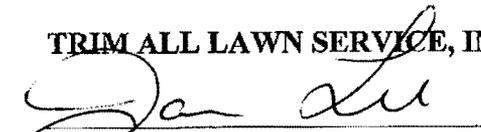
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

**MES  
07-16-14**

Approved as to form and legality by the  
Nassau County Attorney

  
\_\_\_\_\_  
DAVID A. HALLMAN

TRIM ALL LAWN SERVICE, INC.

  
By: JASON LEE  
Its: Owner

STATE OF Florida  
COUNTY OF Nassau

Before me personally appeared, Jason Lee, who is personally known  or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16<sup>th</sup> day of July, 2014.

  
Notary Signature

Notary-Public-State of \_\_\_\_\_ at large  
My Commission expires:



CASEY D. LOTT  
MY COMMISSION # EE 160991  
EXPIRES: December 28, 2014  
Bonded Thru Budget Notary Services

EXHIBIT "A"

ATTACHMENT "B" - BID PRICE SHEET

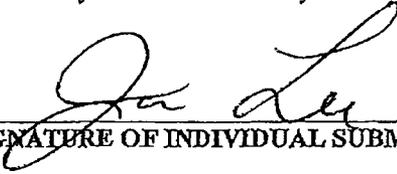
BID PRICE SHEET  
 LANDSCAPE MAINTENANCE FOR AMELIA CONCOURSE MSBU  
 BID NUMBER NC14-008

Item	Description	Price Per Year (to be paid in monthly installments)
1	Landscape Maintenance for Amelia Concourse MSBU	\$ 53,859.96

The Undersigned, as bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud.

The Bidder further declares that he has read and examined the scope of work and informed himself fully in regard to all conditions pertaining to the Work to be done; and that he has satisfied himself fully relative to the Work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with Nassau County, Florida, to furnish all necessary materials, equipment machinery, tools, apparatus, means of transportation, and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents to the full satisfaction of the Contract with Nassau County, Florida, with a definite understanding that no money will be allowed for extra work except as approved by the Board of County Commissioners of Nassau County, Florida.

  
 \_\_\_\_\_ 05/27/2014  
 SIGNATURE OF INDIVIDUAL SUBMITTING BID . DATE

Jason Lee \_\_\_\_\_ Owner  
 PRINTED NAME TITLE

COMPANY NAME: Trim All Lawn Service, Inc.

ADDRESS: 97030 Elk Creek Court

CITY, STATE, ZIP: Fernandina Beach, FL 32034

PHONE NUMBER: 904-491-3232 FAX NUMBER: 904-491-8710

EMAIL ADDRESS: Trimalllawn@gmail.com

EXHIBIT "B"

ATTACHMENT "A" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK

SCOPE OF WORK  
LANDSCAPE MAINTENANCE FOR AMELIA CONCOURSE MSBU  
BID NUMBER NC14-008

PART I. Amelia Concourse Landscape Maintenance Scope of Services.

The scope of services shall include intensive lawn and garden maintenance along Amelia Concourse from SR A1A to CR 107 for a distance of 3.8 miles. The median is irrigated with a mix of St. Augustine sod and landscape beds. The majority of the area along the outside of the road is not irrigated and has a mix of St. Augustine sod and Bahia. Select areas at subdivision entrances are irrigated with St. Augustine sod and landscape beds. The landscape and irrigation plans will be provided to bidders. The Phase 1 Plans start just south of SR A1A and end at the Amelia National entrance. The Phase 2 Plans start at the Amelia National Entrance and end at CR 107.

- 1.1 **ROADWAY MOWING:** Turf will be mowed in intervals not to exceed once every seven (7) days, during the growing season (March 1 through November 30) and bi-weekly during the non-growing season (December 1 through February 28), and as otherwise needed to maintain a neat appearance or as stated on the bid summary form. Common Bermuda grass should be mowed at the 1.5 inch height; St. Augustine grass and Bahia grass should not be mowed lower than 3 inches and 3-4 inches is preferred. Mowing should not occur when grass is wet. Clumped grass should be distributed evenly either by removing or raking. Keep mower blades sharp. Never remove more than 1/3 of the blade at any one time. Clippings shall either be vacuumed or blown off all hard surfaces but never down storm water drains or into retention ponds.
- 1.2 **POND AREA MOWING:** In addition to the roadway landscaping there are several stormwater management ponds that will require less frequent mowing and general maintenance. The contractor shall mow the grass on the pond sites once a month from April 1 to October 31 and every other month between November 1 and March 31 for a total of 9 times a year. The grass around the ponds is not irrigated. Bahia grass should not be mowed lower than 3 inches and 3-4 inches is preferred. Mowing should not occur when grass is wet. Clumped grass should be distributed evenly either by re-mowing or raking. Keep mower blades sharp. Never remove more than 1/3 of the blade at any one time. Clippings shall either be vacuumed or blown off all hard surfaces but never down storm water drains or into retention ponds. The stormwater ponds are located as shown on the attached graphic and listed below.
  - 1.2.1 Amelia Concourse Subdivision Ponds
  - 1.2.2 Timber Lake Ponds
  - 1.2.3 Amelia National South Entrance Ponds
  - 1.2.4 The Lakes at Amelia Pond
- 1.3 **EDGING:** The Contractor shall edge plant beds, walkways, along fence lines roadway edges and all asphalt and hard surfaces by mechanical means every visit. Clippings shall either be vacuumed or blown off walks, roads and curbs, and material shall be removed and disposed of properly but never placed into retention ponds or down storm water drain systems.
- 1.4 **STRING TRIMMING:** The Contractor shall use a string trimmer around trees, fences, fire hydrants, buildings signs, etc., every visit. Care should be taken that trees and shrubs are not scarred and fences, buildings, signs, etc., are not damaged.

- 1.5 **TURF FERTIZATION:** The Contractor shall apply fertilizer according to a soil test analysis. Unless soil test indicates other needs: use 15-0-15 complete fertilizer with 30% slow release nitrogen. Nitrogen recommendations or lbs N per 1000 square feet per year: Bahia -- 2-3lbs; St. Augustine -- 3-4 lbs; Bermuda -- 3-5 pounds per 1000 sq. ft per year. Suggested schedule: Fertilize starting in late March or early April, again in June with 15-0-15, a low N-high K and iron sulfate in summer. One last application in early Oct using high K again and moderate N. Applications of fertilizers should never occur when heavy rainfall is imminent.
- 1.6 **INSECTS IN TURF:** The Contractor is responsible for treatment of grass damaging insects on a preventative basis. An insecticide is to be applied to all turf areas, on an as needed basis to reduce or eliminate the population of chinch bugs, mole crickets, sod webworms, army worms, and grass loopers. The timing of these applications is at the discretion of the Contractor using current Integrated Pest Management (IPM) techniques such as proper identification, early detection and monitoring. Should the population of the above listed insects reach levels where any grass damage begins to occur; those areas of infestation will be retreated at the Contractor's expense.
- 1.7 **DISEASE IN TURF:** Turf damage by disease and fungus shall be chemically treated to maintain all turf in a healthy and attractive condition. Proper IPM (Integrated Pest Management) procedures should be followed: Identify Key Pest on Key Plants; use cultural, physical and mechanical methods in prevention and management in addition to chemical application on an as needed basis. Good sanitation methods such as cleaning lawn mower blades between jobs or bagging diseased grass blades should also be employed.
- 1.8 **WEED CONTROL IN TURF:** The Contractor shall apply as necessary according to environmental and seasonal conditions, chemicals to control weeds in turf. The best weed control is proper maintenance of turfgrass (mowing, irrigation and fertilization) as stated above. Care shall be taken not to apply herbicides on newly mowed turf or turf under stress. The Contractor shall have on staff a Certified Pest Control Operator who is licensed through the Florida DACS. This designation will prove proper licensing necessary to apply insecticides, fungicides, and herbicides to county property. The County is to be provided with copies of the Certified Pest Control Operator's license and proof of insurance. The Contractor shall provide all chemicals. Applications of all chemicals shall be performed by employee of Contractor and shall be covered by Contractor's Workman's Compensation Insurance.

## **PART 2: SHRUB, GROUNDCOVER, AND BED MAINTENANCE**

- 2.1 **PRUNING:** Plants and shrubs shall be pruned by the Contractor at the best time for flower bud development, foliage growth and as the health of the plant may require. Shrubs shall not be clipped into balled or boxed forms unless such is required by the design; they will be pruned in accordance with the intended function of the plant in its present location, and as often as needed to maintain health and appearance. Pruning is an art that must be performed under the supervision of a highly trained foreman. The Contractor shall remove non-hedge growth from hedges and shrubs, such as Spanish moss, vines and grasses. Prune plants in keeping with natural character of plants. Do not uniformly shear plants. The following pruning techniques are not allowed on trees or shrubs: topping, lion tailing, hat racking or heading. Use reduction cuts if height of plant is a concern. Pruning should be done to improve tree/shrub health, reduce risk of failure, control growth or enhance flowering. UF/IFAS Pruning Landscape Trees and Shrubs: <http://edis.ifas.ufl.edu/MG087>

- 2.2 **ANNUALS:** The annuals in the planting beds shall be replaced 4 times a year as needed during seasonal changes.
- 2.3 **FERTILIZATION:** All plant material shall be fertilized by the Contractor using the following schedule. A soil test should be taken to determine fertilization needs and soil pH. Unless soil test indicates other needs use a phosphorus amounts at 1-2 %. Nitrogen/potassium ratios should be 1:1 to 2:1. Apply minimal amount to achieve the desired effect. Established trees (more than three to five years since transplanting) do not need routine fertilization especially when located within turfgrass landscapes. To minimize leaching losses, broadcast N and K<sub>2</sub>O in small increments throughout the growing season about every 12 weeks (March, June, and September-October). Read and follow all directions on the fertilizer label. Standard fertilizer recommendations: <http://edis.ifas.ufl.edu/CN011>
- 2.4 **INSECTS AND DISEASE CONTROL FOR PLANTS:** The Contractor is responsible for the treatment of insects and disease. The appropriate fungicide or insecticide will be applied in accordance with state and local regulations and as weather and environmental conditions permit. Inspect (scout and monitor) plants weekly. Chemical applications will be administered on an as needed basis. Proper IPM (Integrated Pest Management) procedures should be followed: identify key pest on key plants; use cultural, physical and mechanical methods in prevention and management in addition to chemical application on an as needed basis. Good sanitation methods should also be employed.
- 2.5 **WEED CONTROL IN PLANTS BEDS:** The Contractor shall inspect and weed plant beds weekly for any weeds and errant grasses.
- 2.5.1 Control weeds with use of herbicides, pre-emergent, and preferably, by proper manual removal of weeds and their root systems.
- 2.5.2 Remove noxious weeds common to the area from planting areas by mechanical or chemical means and dispose of properly.
- 2.5.3 Do not leave uprooted weeds in beds or along landscape.
- 2.5.4 Apply herbicide in accordance with manufacturers published instructions.
- 2.5.5 Do not apply herbicide when wind speeds are greater than 2 miles per hour. The Contractor shall provide all chemicals
- 2.6 **MULCH:** The Contractor shall apply a 2-3" layer of mulch around all palms, shrubs, and groundcover and all other plant beds one time per year. Mulch should be applied just outside the rootball, never touching the trunk or stem of trees or shrubs. Pine products are first preference as they improve soil. Avoid using rock or lime products as these change the pH and compact the soil.
- 2.7 **TREES:** Utilize 10-0-8 with 6% Fe chelate, 6% Mg, 4% Mn, 40% slow release soluble N to be in sulfate form Sulfur coated urea for slow release No Phosphorous Late Winter: 0.3 pounds per inch prior to flush and 0.5 pounds per inch after flush; Summer: 0.5 pounds per inch; and Late Fall: 0.5 pounds per inch.
- 2.8 **EROSION:** Contractor will monitor all area's for potential erosion and will be responsible to correct each eroded area immediately.
- 2.9 **SIDEWALKS:** Contractor will on each visit ensure sidewalks are clean and free of debris and sand.

2.10 **FENCES:** Fence along right-away shall be maintained weed free.

**PART 3: LITTER REMOVAL**

- 3.1 Remove litter and dead vegetation from job site during regular weekly maintenance visits. Special precaution should be made for removal of plants with insect or disease infestations. Proper disposal of invasive or exotic insects or diseases must follow DEP or FDACS guidelines.
- 3.2 Remove all litter along fence line.

**PART 4: IRRIGATION SYSTEM**

- 4.1 Check irrigation system monthly for proper functioning, including start/stop times. Be sure rain sensor is in working order.
- 4.2 Program automatic programmable valve controllers for optimum watering of plant materials while maintaining water conservation practices. Adjust irrigation program to compensate for seasonal water requirements.
- 4.3 Repair damaged heads or laterals. Replace damaged irrigation components, which cannot be repaired, with new functioning components by same manufacturer, including the batteries where applicable. The Contractor shall not exceed \$150.00 per month without prior written approval from the County. Acceptable expenditures include replacement of damaged sprinkler heads, batteries, valve controllers, and laterals/riser. All expenditures shall be documented on monthly invoices.
- 4.4 Adjust the system for more frequent watering in very dry times or drought conditions. Start watering cycle so that watering ends by 6:00 AM on water cycle days. Properly water locations of new planting as necessary.

**PART 5: SAFETY**

- 5.1 Contractor will be responsible for safe conduct and use of equipment on job site at all times.

**PART 6: MONTHLY MAINTENANCE SERVICE REPORTS**

- 6.1 Monthly Maintenance Service Reports are to be signed by the Contractor and submitted to the Facilities Maintenance Department prior to the processing of the invoice for that month's Maintenance Service.

**REFERENCES:**

Florida Green Industries Best Management Practices for Protection of Water Resources.  
<http://turfpah.ifas.ufl.edu/turfgrass/pdf/BMPmanual.pdf>

(End of Technical Specification/Scope of Work)