

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**BID NO. 2022-L,M, N
MOWING MAINTENANCE**

The Board of County Commissioners (County) will receive sealed proposals in the Office of the Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until 2:00 PM local time on **February 17, 2022**, for the following:

MOWING MAINTENANCE

Three separate contracts to be issued for the following categories:

- **2022-L Retention Ponds and Open Areas**
- **2022-M Sidewalks and Guardrails**
- **2022-N Urban Mowing**

A **mandatory pre-bid meeting** will be held on **February 10, 2022** at 2:00 PM in the Office of the Commissioners. To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. The solicitation information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at 2:00 PM, February 17, 2022, or as soon thereafter as practical. Proposers are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late bids will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be submitted during the mandatory Pre-bid. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this solicitation. Proposals should be prepared in accordance with the instructions herein and will be evaluated by the County as stated in the evaluation section of this document. The County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Only one bid set will be furnished with each individual or company interested in bidding. The one complete bid set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope. **Note: One bid form listing each category, L, M, N is provided. Bidders may choose to enter bid amounts for any/and all categories. A separate contract will be issued for each category. Bidders are not required to submit bid amounts for each category.**

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

SECTION I. GENERAL INSTRUCTIONS

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with entities similar to Columbia County.
 - E. The suitability of equipment or material for County use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net thirty (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors. **Note: Bidders may include bid totals for a single category or each category.**
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder

may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000. **Note: Bid Bonds will not be required for 2022-L,M,N.**
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.

22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily

delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his/her designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her designee of the excess due.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/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;

- A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.
40. Contractor shall register online at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

SECTION II. SCOPE OF WORK

The work specified in the section consists of pickup, removal, disposal of litter, and otherwise undesirable or objectionable appearing debris within the maintained limits of the County right-of-way, including paved roadways and shoulders. Edge, weed eat, and mow sidewalk areas from road edge to the county right-of-way. Blowing sidewalks off upon completion.

- **2022-L Retention Ponds/Open Areas -- approx. 164 acres**
- **2022-M Sidewalks/Guardrails -- approx. 21 & 20 acres**
- **2022-N Urban Mowing -- approx. 245 acres**

Litter or debris may consist of but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items to be removed under this work. Tractors or heavy equipment must not be used, to avoid damage to sidewalk areas.

SECTION III. SPECIFICATIONS

- 1. Frequency of Maintenance

The Roadside Mowing Director will determine when to begin. Areas or portions of areas may be increased or decreased, as determined by the Roadside Mowing Director. The total number and the timing of mowing will depend upon the conditions that exist. Sidewalk areas should be maintained a minimum of **eight (8)** times, starting in April 1st and ending November 30th. May be increased as determined by the county due to the intensity of growth. (Note: there are 5 locations under Category N that require weekly maintenance).

The first cycle shall begin within 10 business days of owner notification, typically during April 1 – May 15th and the eighth (8th) cycle shall be completed no later than November 30th of each year.

Litter is to be removed from the right-of-way directly in front of the mowing crew. Litter removal shall be performed in the area not more than one hour before it is to be mowed. The County will require additional litter removal if mowed over during maintenance at contractor's expense.

Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the County and around existing appurtenances located within the roadway right-of-way as directed by the Roadside Mowing Director. Although some areas may appear to have been neglected or left out of previous mowing the contractor shall be responsible for mowing entire County right of way.

During the Spring, several rural roadways in Columbia County bloom with wildflowers. The service provider(s) will be given a list of areas to avoid mowing and the approximate time frame for such areas to be avoided. The avoidance of these areas will not have any effect on the calculations for payment. Wildflower plots shall be mowed approximately four (4) times per year. Wildflower plots or naturally occurring wildflowers established in an area approximately 10' x 10' or larger shall be avoided when in bloom until next mowing cycle to aid in re-seeding. Wildflowers to be avoided are limited to some varieties of Coreopsis and Drummondii Phlox. No deduction will be made from the pay quantities for any one wildflower area not mowed. Quantities shall be agreed upon prior to beginning work in any area in question.

The Roadside Mowing Director will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of cycles. **The minimum number of cycles is eight (8) for each type of mowing. (Note: a portion requires weekly maintenance).**

A penalty of ten-percent (10%) will be assessed against the Contractor if the mandated eight (8) cycles is not adhered to for base bid. The penalty will be subtracted from the Contractor's total amount for the cycle being billed. The Contractors may request an extension of time for roads not be capable of being mowed due to adverse conditions, i.e.: flooding, tree trimming, etc.

The acres to be paid under the contract may be reduced due to but not limited to the following conditions: construction, flooding, other natural disasters, etc.

2. Equipment

Mowing contractor must provide necessary equipment to complete mowing maintenance and trim crew to follow to clean around appurtenances in each zone.

Equip vehicles and mobile equipment used on the project with a minimum of one class 2 amber or white flashing light that meets the Society of Automotive Engineers recommended practice SAE J845 and SAE J318. The Roadside Mowing Director may require a white flashing light meeting the above requirements when conditions reduce the effectiveness of amber light.

Ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.

Park vehicles and equipment not in use or left on the right-of-way overnight as close as

possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible

Equipment that is utilized to transport litter will be constructed in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Submit a written request for approval, to the Roadside Mowing Director, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the County that the specialized equipment will produce quality litter removal, if deemed necessary by the Roadside Mowing Director. The Roadside Mowing Director may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

Equip all mowing equipment with a slow moving vehicle sign located on the rear of the equipment or amber flashing light or white strobe light mounted on the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

If the Roadside Mowing Director determines that any equipment is deficient in safety devices, remove the equipment from service immediately. Keep the equipment out of service until the deficiency is corrected to the satisfaction of the Roadside Mowing Director. Inspection of the equipment by the Roadside Mowing Director will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used will have the capability of cutting a height from 3 inches to 10 inches. **Blade sharpening should be done as many times per week as necessary to produce a clean cut as determined by the Roadside Mowing Director.**

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

3. Limitation of Operation

Maintenance of traffic will be in accordance with Section 103 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition).

No work shall be performed on Sundays. All work shall be performed during daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing maintenance operations.

Maintenance of traffic will be in accordance with Section 103 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition).

When mowing within four (4) feet of the travel-way (travel lane), operate the equipment in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures will have the prior approval of the Roadside Mowing Director. Mowers may operate in either direction when mowing four (4) feet or more from the travel-way.

No work shall be performed on Sundays. All work shall be performed during daylight hours.

The foregoing requirements are to be considered as minimum and compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

4. Disposal of Litter and Debris

Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable local and state laws. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal so the County may track tonnage removed.

5. Quality

Completed areas will be reviewed for quality and acceptance by the Roadside Mowing Director. Areas determined to be unsatisfactory, by the Roadside Mowing Director, will be re-cleaned or re-mowed at no additional cost to the County. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Roadside Mowing Director will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Roadside Mowing Director approves the work.

Mow all grass and vegetation to a height suitable for conditions in all areas. When determined by the Roadside Mowing Director, certain areas, due to location, may be cut to a specified height due to use of that location. No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality or lower than the surrounding mowed area. It is not required to remove grass or other vegetation cuttings from the right-of-way, or required to rake or pick up the cuttings. Negligence that results in damage to turf, curbs, sidewalks, pavement, signs or structures, mail boxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the Roadside Mowing Director at no additional cost to the County. Complete repairs prior to submission of the invoice for work accomplished during the cycle. If the contractor fails to make the necessary repairs within five working days the Public Works department will make the repairs and shall deduct the cost of those repairs from the Contractor's next invoice.

6. Mowing

Mow grass or vegetation in roadside areas with conventional mowing equipment a minimum of eight (8) times per year. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Approximately twenty (20) acres of guardrails and 21 acres around sidewalks (see attached list). The County shall have the right to add or remove roads from this contract as needed. Other special areas shall be mowed while completing the mowing cycle, approximately 164 acres of retention ponds including Open Areas (see attached list). Other urban mowing areas consisting of approximately 245 acres (see attached list).

The County desires alternate bids consisting of separate line items to be performed concurrently. The items are as follows:

- A. Guardrails: These areas should be kept clean of overgrown vegetation and mowed from roads edge to back of county right-of-way. Each area is different consisting of cross pipes, headwalls, overpasses, or drop off ditch areas. Bidders should visit locations to determine maintenance needs at each location. Spraying under guardrails will not be allowed if posts are not mounted in hard surface to limit erosion issues. Total maintenance and edging is required at all curb and gutters and where any bulkheads exist.
- B. Retention Ponds: Pond areas should be maintained, cleared of overgrown vegetation. Mowed from county property boundaries to water's edge if water is present. Removal of vegetation may be necessary in some areas upon initial visits so Bidders should visit locations to determine maintenance needs. Any spray applications needed for invasives should be coordinated with county staff, not to be included in this bid. Some ponds may have mitigation areas within boundaries not to be disturbed.
- C. Urban Mowing: This consists of roadside mowing narrow streets or roads, some with curb and gutter. With maintenance consisting of but not limited to mowing, edging, weed eating, and litter removal. There are some larger open mowing areas for parking or practice areas and other areas of open fields around drainage pond locations. Equipment should be determined by contractor for size of area to be maintained to ensure no damage to infrastructure. All locations with curb and gutter

require total maintenance and edging. (Five locations require weekly maintenance). Categories may be awarded to one or more contractors, whichever is in the best interest of the County.

7. Types of Mowing Areas

- A. General: The Roadside Mowing Director will determine the areas to be cut and type of mowing to be accomplished in each.

Mowing around appurtenances shall be within eighteen inches of all sides. Appurtenances include, but are not limited to, sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, and trees.

- B. Large Machine Mowing: Large machine mowing encompasses the routinely mowed areas of shoulders, front and back slopes that are 3 horizontal to 1 vertical or less, roadside ditch bottoms, and similar areas conducive to the use of large machine mowing equipment.
- C. Slope Mowing: Slope mowing is generally limited to slopes greater or steeper than 3 horizontal to 1 vertical and are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, wet roadside ditch bottoms, canal banks, intersections, overpasses, etc. These type areas will require the use of specialized equipment designed for slope mowing.
- D. Intermediate Machine Mowing: Intermediate machine mowing consists of mowing areas not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment. These areas consist of shoulders, roadside ditch bottoms, raised median islands, various width utility strips, and similar areas.
- E. Small Machine Mowing: Small machine mowing consists of mowing areas **not accessible by large and intermediate machine mowing equipment**. These areas consist of narrow shoulders, landscaped shoulders, narrow roadside ditch bottoms, narrow width utility strips, and similar areas.

Bidder must furnish a complete proposal of a plan to accomplish the required work, including a list of the equipment and personnel to be utilized, with bid.

SECTION V. BID FORM

Sealed bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 2:00 P.M., on **February 17, 2022**. Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida. Bidder may submit a bid on any one category or all. However, each category will be awarded separately, under separate contracts. **WHILE THERE ARE 8 CYCLES; SHOW ONLY THE PRICE PER CYCLE.**

CATEGORY	PRICE PER CYCLE
2022-L Retention Ponds/Open Areas Est. 164 acres	\$
2022-M Sidewalks est. 21 acres/ Guardrails est. 20 acres Combined estimated 41 acres	\$
2022-N Urban Mowing Estimated at 245 acres (note: 5 locations are weekly)	\$

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

By signing below, the submission shall be deemed as representation and certification by the Bidder that you have investigated all aspects of the solicitation, have read and understand the solicitation and acknowledge all addenda.

INDIVIDUAL(S)/COMPANY: _____

SIGNATURE _____

PRINT NAME/TITLE _____

ADDRESS: _____

PHONE NO: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

COMPANY NAME: _____

ATTACH A SEPARATE LIST OF REFERENCES OF SIMILAR CONTRACTS PERFORMED BY THE ABOVE LISTED COMPANY.

PROVIDE A MASTER LIST OF EQUIPMENT CONTRACTOR PLANS TO USE IN PERFORMING THIS CONTRACT.

ATTACH A PROPOSED PLAN TO PERFORM THE SCOPE OF WORK.

SERVICES AGREEMENT

THIS AGREEMENT (“Agreement” or “Contract”) made this _____ day of _____, 2022 by and between _____, whose mailing address is _____ (“Contractor”), and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529 (“County”).

WITNESSETH:

WHEREAS, the County put out for bid the provision of certain services with accompanying instructions for the submission of bids under Bid No. 2022-L,M,N “Mowing Maintenance of Sidewalks, Guardrails, and Retention Areas to Include Urban Mowing and Open Areas”; and

WHEREAS, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor therefore, as well as other terms and conditions that shall govern the subject matter of this Contract;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

I. MOWING AND LITTER REMOVAL

Mowing grass or vegetation in designated areas including sidewalks, guardrails, retention ponds, urban mowing, and other appurtenances as set forth in the bid documents. The Contractor shall pickup, remove, and dispose of litter and otherwise undesirable or objectionable appearing debris as set forth in the bid documents for Bid No. 2022-L,M,N , which are attached hereto and made a part hereof as is fully set forth herein. Contractor to perform services for specifically Category _____ of Bid No. 2022-L,M,N.

II. PERMITS AND INSURANCE

Prior to commencement of services pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable permits together with all insurance documents set forth in the bid documents.

III. FEE FOR SERVICES

The Contractor shall be compensated in accordance with the Bid Form submitted by the Contractor for Bid No. 2022-L,M,N; specifically for Category _____ as shown on attached schedule.

IV. INVOICING AND PAYMENT

The Contractor shall provide a unique detailed invoice for each maintenance cycle. The County shall make payment of all approved invoices to the Contractor in accordance with the Local Government Prompt Payment Act, Fla. Stat. section 218.70 et seq.

V. TERM

The Term of this Agreement shall be for one (1) year from the date of this Agreement. Unless terminated by giving written notice under this part, this Agreement shall renew for one (1) successive two (2) year term, for a total of three (3) years. Up to ninety (90) days but not fewer than thirty (30) days prior to the end of the initial or any subsequent term of this Agreement, Contractor may notify the County of Contractor's desire not to renew this Agreement, such that on the last day of the term this Agreement shall terminate. This provision shall not be construed in any manner to require either party to renew this Agreement.

VI. INDEMNITY

Contractor ("indemnitor") shall indemnify, save and hold County, its officers and employees, agents, successors, and assigns (individually and collectively, "indemnitee") harmless from and against and in respect of any act, judgement, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

VII. INTEGRATION

This written instrument constitutes the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

VIII. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

IX. AMENDMENT

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

X. LAW TO GOVERN AND VENUE

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

XI. ASSIGNMENT

The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement.

XII. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

XIII. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

XIV. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

XV. AGREEMENT TO PAY ATTORNEY’S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

XVI. BINDING EFFECT

This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

XVII. SEVERABILITY

In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

XVIII. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provision required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain original or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement and shall make such records reasonably available to the County upon request.

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 COUNTY’S CUSTODIAN OF PUBLIC RECORDS: Records Custodian, P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, bccadmin@columbiacountyfla.com.

XIX. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the “Constitution”). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution,

and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

XX. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

XXI. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's Bid No. 2022- . However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

XXII. PERFORMANCE IN CASE OF SUBSEQUENT AWARD TO THIRD PARTY

Should Contractor fail to prevail in a future procurement cycle, Contractor shall provide all services required in and under this Agreement until the ending date of this Agreement or any agreed extension of this Agreement. To insure continued performance fully consistent with the requirements of this Agreement through any such period, the Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, and shall fully cooperate with the County in providing non-proprietary data and information which will assist in an orderly transition of the service to the new contractor. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor's service and operating cost to maximize profits during the final stages of the Agreement. However, County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

XXIII. E-VERIFY REQUIREMENTS In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Contractor:

Witness

By: _____
Print: _____
Title: _____

Print or type name

Witness

Print or type name

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me this ___ day of _____, _____ by _____ as _____ of _____, who is personally known to me or who provided _____ as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

(Print or Type Name)
My Commission Expires:

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

ATTEST:

James M. Swisher, Clerk of Courts

(SEAL)

By: _____
Robby Hollingsworth, Chairman

Approval as to form:

Joel F. Foreman, County Attorney

Mowing Maintenance 2022-L

Retention Ponds and Open Areas:

- Amanda Ave .
- Ascena Way
- Aurora
- Bascom Norris
- Birley Ave.
- Blaine Estates
- Boone Gin.
- Brandon Terr.
- Callahan Ave.
- Callaway
- Cannon Creek
- Country Club Rd
- Country Side Estates
- Eagle Ave.
- Edgewood Ln
- Ellisville Water Plant
- Ellisville Sewer Plant
- Erin Gin.
- Forest Terr.
- Fulton
- Gerald Conner/Joshua Ct .
- Geranium Ct.
- Hope Henry
- Ian/Taylor
- John Gin.
- Jolene Way
- Leonia
- Lindale Glen
- Magnolia Pl
- Milton
- NW Birdie Pl
- NW Bonita Way
- NW Sparr Ln.
- NW Tad Pl.
- Old Wire
- Parnell Ave.
- Pinehurst Dr.
- Post Ct
- Ralph Greene
- Russwood St.
- Scenic Lake
- Sunset Meadows
- SW Beth Dr.
- SW Cessna Ct.
- SW Chris Ter.
- Tamarack Lp.
- Troy Rd.
- Turkey Run
- Turner Rd.
- Venture Ln.
- Wilson Springs
- Woodborough

Mowing Maintenance 2022-M

Sidewalks

- Bascom Norris
- Birley Ave .
- Brooklyn Ln.)
- Brown Rd.
- Callahan
- Country Club median)
- CR 252B
- CR 25A
- Fryer St .
- Jem St.
- Johnson St.
- Lake Jeffery
- NW Turner Ave . (by Battle Hill
- Oakmont St.
- Ocala Way
- Pinemount Rd (sidewalk and
- Sisters Welcome
- Troy Rd.
- Washington St.

Guardrails

- Academic Way
- Alfred Markham
- Bascom (bypass)
- Bascom Norris
- Bible Camp
- Bridgewater Terr.
- Brookline St.
- Brown Rd.
- Cheshire (2)
- Commerce
- Coquina Way
- Country Club
- CR 138 (3)
- CR 18
- CR 240
- CR 241
- CR 242
- CR 245
- CR 246 (3)
- CR 252
- CR 349
- CR 6 (2)
- Falling Creek (2)
- Fett Way
- Gumswamp Rd.
- Hope Henry
- Jacksonville Lp.
- Lake Jeffery Rd.
- Little Rd.
- Lynn Sherman
- Nash Rd.
- Noegel Rd.
- Peacock
- Real Terr.
- Ring Ct.
- Rossie
- Scrubtown Rd.
- Sisters Welcome
- Spring Hollow
- SR 27(park)
- Suwannee Valley
- Tammy Ln
- Troy
- Tustenuggee
- Walter Rd.
- Wester Rd.
- Yolonda Way

Mowing Maintenance 2022-N

Urban Mowing

District 1

- Cason Place
- Collins Ln.
- Earnest Green Gin
- Farley Place
- Jimmy Way
- NE Alpha Ter
- NE Angus
- NE Auqie
- NE Bamboo
- NE Barts Ter.
- NE Belmir
- NE Berry
- NE Bickel
- NE Bristol Pl.
- NE Brooklyn
- NE Buddy Ave
- NE Burbank
- NE Campus Pl.
- NE Cider
- NE Clermont
- NE Colvin Ave
- NE Cortel
- NE Country Club
- NE CR245
- NE Craig
- NE Curt Ct
- NE Derby St.
- NE Dew Drop
- NE Dianna Ter
- NE Double Run
- NE Easy Ter.
- NE Empire Dr.
- NE Fryer
- NE Granger Mill
- NE Hines Way
- NE Howard St
- NE Jacksonville Lp
- NE James
- NE Jem
- NE Jones Way
- NE Kingston
- NE Labelle
- NE Largo
- NE Lavern
- NE Lilly
- NE Meeks
- NE Michael
- NE Milton Ter
- NE Montrose Ave.
- NE Moody Ct.
- NE Nakita Pia
- NE Oak Forest Gin
- NE Okinawa St
- NE Osburn Way
- NE Poppy Way
- NE Rebecca Ter
- NE Rose
- NE Shelly Gin
- NE Somester
- NE Sunnybrook
- NE Vegas
- NE Viceroy Gin
- NE Voss
- NE Waltrip
- NE Waylon Gin
- NE Williams
- NE Windall
- NW Albritton
- NW Belvin
- NW Chestwick
- NW Concrete Way
- NW Crews Gin
- NW Gerson Ln
- NW Guerbo St
- NW Hibiscus Rd
- NW Jeb Ter
- NW Johnson
- **NW** Kobis Way
- NW Lake Jeffrey Rd/WinburnVA
- NW Lavada
- NW Lawtey
- NW Long St.
- NW Marco Ter.
- NW Meadowlark Dr.
- NW Meers
- NW Nemo Ter.
- NW Nye Hunter Dr.
- NW Oakland Ave.
- NW Ourch
- NW Rivers Ln.
- NW Sayer Ter.
- NW Selvin
- NW Taft
- NW Waldo
- NW Winfield
- NW Wolf
- NW Wyoming Way
- NW YullerWay

District 3

- NW Amanda St.
- NW Apple Ln.
- NW Battle Hill Ln
- NW Brady Cir.
- NW Divider Dr.
- NW Fairway Dr.
- NW Frontier Dr.
- NW Harris Lake Dr.
- NW Harris Lp.
- NW Horizon
- NW Jerry Pl.
- NW Lake City Ave
- NW Lona
- NW Open Ct.
- NW Pinellas Ct.
- NW Saturn Ln
- NW Scott Gin
- NW Shady Ln.
- NW Wilks Ln.
- SW Ann Pl.
- SW Bascom Norris Dr.
- SW Callahan Ave.
- SW Fieldstone Ct
- SW Heatheridge Dr.
- SW Magical Ter.
- SW Marvin Burnett
- SW Peaceful Way
- SW Riddle Ln.
- SW Sweetbreeze Dr.
- SW Timberland Ct.
- SW Tomeka Ter.
- SW Tranquil
- SW Vista Ter.
- SW Woodleaf
-

District 4

- NE Burbank Ter
- SE Atkinson Gin.
- SE Baxter Ln
- SE Beech
- SE Cider Ter.
- SE Craig Ave.
- SE Danielle Pl.
- SE Defender Dr.
- SE Dekle Way
- SE Eloise Ave.
- SE Goldie Way
- SE Golf Club Ave.
- Se Hedge Place
- SE Hickory Dr.
- SE James Ave.
- SE Lamond Ter.
- SE Lanvale St.
- SE Little John Pl.
- SE Llewellyn Ave.
- SE Lochlynn Ter
- SE Maid Marion Ln.
- SE Magnolia Lp.
- SE Margaret Dr.
- SE Montrose Ave.
- SE Oakmont Ter.
- SE Pearce
- SE Plant St.
- SE Putnam St.
- SE Robinhood Pl.
- SE Seclusion Gin.
- SE Saint Leo Dr.
- SE Sherrilyn Pl.
- SE Sir Hiss
- SE Sycamore
- SE Violet Pl.
- SW Leon Sauls Lp.

District 5

- NW Brady Circle
- SE Alanna Ter.
- SE Beadie St.
- SE Elosie Ave
- SE Emma Pl.
- SE Finders Way
- SE Margaret Dr.
- SE Montgomery Pl.
- SW Amerigo Pl.
- SW Arlington Blvd
- SW Aurora Way
- SW Balboa Pl.
- SW Bambi Ln.
- SW Bascom Norris Dr.
- SW Coranado Gin.
- SW Davaca Gin.
- SW Deanna Ter.
- SW Edgewood In .
- SW Forest Lawn Way
- SW Mackinaw Way
- SW Maryland Ln.
- SW Pizzaro Pl.
- SW Ponce de Leon
- SW Stewart loop
- SW Tempy Pl.
- SW Tomeka Ter.
- SW Vermont Way

Public Use Areas-Mowed Weekly:

- Fire Station #48 Race Track Rd
- Downtown Library
- South Boat Ramp
- Lake Jeffrey Practice Fields
- Fire Station #51 Lake Jeffrey Rd.
- Watertown Lake Boat Ramp