SANTA ROSA COUNTY
BOARD OF COMMISSIONERS
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MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: September 12, 2016

SUBJECT: Highway 98 Landscape Contract

DISCUSSION

Discussion of the landscape contract with Escape Lawn Care for maintenance of Highway 98, Navarre Beach, and the Visitors Information Center.

BACKGROUND

At the July 28, 2016 meeting, the Board awarded the contract to begin on August 1, 2016. Staff has communicated to Escape on several occasions with concerns over the level of maintenance being provided. The current contract is attached which requires weekly maintenance during the summer months. There are also some recent photos attached.

AGREEMENT

SANTA ROSA COUNTY ("County") and **BIG ORANGE ENTERPRISES, LLC, d.b.a. ESCAPE LANDSCAPING AND LAWN CARE,** ("Contractor") enter into this Agreement this ____ day of July, 2016.

A. This Agreement shall be for the period of August 1, 2016, through September 30, 2017, for the tourist corridor landscape maintenance services for the County within the Tourist Corridor area in Navarre, Navarre Beach and along FDOT right-of-way of US 98 described as follows:

1. Contractor will be required to provide landscape and maintenance services in Santa Rosa County tourist corridor area in Navarre, Navarre Beach and along FDOT right-of-way of US 98 described as follows:

- Navarre Beach Entrance (Medians and R/W)
- Navarre Beach Causeway / Gulf Boulevard R/W
- Navarre Parkway Medians (Blue Tip Drive to Oretega Street)
- Gulf Breeze Parkway Medians West (Bayshore Road to Sanibel Lane)
- Gulf Breeze Parkway Medians East (Avalon Boulevard to Baywoods Road)
- Navarre Park and Visitors Center

in accordance with the proposal attached and incorporated in this agreement and Addendum No. 2 along with the Minimum Specifications attached as Exhibit A.

2. Payment shall be in the amount of Two Thousand Nine Hundred and no/100 Dollars ($2,900.00) per month. The total amount not to exceed Thirty Four Thousand Eight Hundred and no/100 Dollars ($34,800.00) as authorized by County. Billing will not be received for payment until work has been completed.

3. This contract may be extended for an additional one (1) year period upon the agreement of both parties.

4. Contractor shall have and maintain the required insurance as specified in the attached Exhibit B, and shall provide Santa Rosa County proof of such insurance prior to commencing work.

5. Santa Rosa County may terminate this agreement without cause, immediately with notice to Contractor. Contractor will be paid for all work performed prior to termination.

6. Contractor agrees to indemnify and hold harmless County, its agents, officials, and employees for any and all claims, suits and damages arising out of the operation of this contract.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

_____
Clerk of Court

CONTRACTOR:

BIG ORANGE ENTERPRISES, LLC,
d.b.a. ESCAPE LANDSCAPING AND LAWN CARE

By: _____
Scott Simmons, Owner

WITNESSES:

_____

_____

MINIMUM SPECIFICATIONS

QUALIFICATIONS OF CONTRACTORS:
Prospective contractors must have a minimum of five (5) years' experience in landscape maintenance. Contractors must be familiar with FDOT safety protocol for working within the states right-of-way.

INSPECTION OF PREMISES:
All prospective contractors must inspect the grounds of the referenced landscape areas in order to be fully aware of the scope of services required. Interested parties may contact Glenn Bailey at the Public Works Department, (850) 981-7127.

INSURANCE REQUIREMENTS:
Contractor shall purchase and maintain Commercial General Liability Insurance, I.S.O. Form CG 00 01, or an equivalent form acceptable to the County. Such policy shall not be endorsed to exclude contractual liability and products or completed operations. A minimum each occurrence limit of $300,000 is required. Such policy shall name Santa Rosa County, its elected officials and Employees as additional insureds.
Contractor shall purchase and maintain Business Auto Coverage, I.S.O. Form CA 00 01, written to cover all owned, hired and non-owned vehicles, using I.S.O. symbols 1: or symbols 2, 8, and 9, or an equivalent non-I.S.O. form acceptable to the County. Limit required is $300,000 combined single limit, or split limits of 250/500/100. Contractor shall purchase and maintain statutory Worker's Compensation Coverage. Any policies written with non-admitted insurance companies shall have a rating of B+ or better. Certificates of insurance with 30 day cancellation clause shall be provided to the county. Contractor agrees to indemnify, defend, and hold harmless Santa Rosa County, its agents, elected officials, and employees from any and all claims arising out of the activities of the contractor in the performance of this agreement.

SCOPE OF WORK:
Contract is for a period of one year, with the possibility of annual renewals.
All maintenance work to be performed under this quote shall consist of furnishing all equipment, materials, tools, labor, supervision, and insurance necessary to perform this contract. All work under this quote may be done during or after normal business hours and in conformance with FDOT requirements. There will be four options in this contract. Please provide a quote for all four options in Table 1 of the Bid Form below.

Option I (Navarre Beach Entrance, Navarre Beach Causeway/Gulf Blvd R/W, Navarre Parkway Medians)
Option I shall include maintenance for the following three areas: Navarre Beach Entrance, Navarre Beach Causeway, Gulf Blvd R/W, Navarre Parkway Medians.

1) The Navarre Beach Entrance includes the landscaped area on the north end of the bridge. It includes the east and west sides of the right-of-way, as well as the median islands.
This section of medians shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED a minimum of two (2) times each month on a regular interval, other than May, June, July, and August, when four (4) times a month minimum shall be required. In addition, for this area:

- Pick-up and bag trash prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.

- Edge / weed-eat beds and pavement edges.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Replenish pine straw mulch in bedding and around trees (twice per year), with equivalent quantities of pine straw to existing bedding.
- Provide seasonal color in flower beds (three times per year). Seasonal color change outs shall include, installation, fertilization and regular maintenance. Seasonal color shall include equivalent quantities and size of plants.
- Provide regular maintenance (7-10 days) to seasonal color beds to shall include weed removal and treatment with insecticides or fungicides as needed.
- Prune palm trees (two times per year)
- Trim/prune shrubs and ground cover 2 times per year.

2) The Navarre Beach Causeway and Gulf Blvd. includes the causeway south of the bridge and Gulf Blvd R/W from the causeway west to Sailmaker Way. These two area shall require:

- Pick-up and bag litter/trash along R/W. Haul off/dispose of trash. (weekly)
- Power blow multi-use path along R/W.
- Prune palm trees along causeway (causeway only, from south end of bridge to Gulf Blvd.) (twice per year)
- Along the causeway and Gulf Blvd. there are 29 landscaped tiki umbrella "bus stops" that shall require:
    - Palm Tree and shrub pruning within the landscape stones(twice per year)
    - Replenish pine straw mulch within the landscape stones (twice per year)
    - Provide weed control within the landscape stones by chemical means where effective, otherwise remove by hand. (weekly)
    - Litter/trash removal (weekly)
    - Notify county of any damages

3) The Navarre Parkway Medians include the medians along Navarre Parkway from Blue Tip Drive to Ortega Street. This section of medians shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED a minimum of two (2) times each month on a regular interval, other than May, June, July, and August, when four (4) times a month minimum shall be required. In addition, for both areas:

- Pick-up and bag trash along median prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds and pavement edges.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Replenish pine straw mulch in bedding and around trees (twice per year), with equivalent quantities of pine straw to existing bedding.
- Trim/prune shrubs and ground cover 2 times annually or as required to comply with FDOT maximum plant height specifications.

Option II (Navarre Park and Visitors Center)

Option II shall include maintenance for the following area: Navarre Park and Visitor Center

The Navarre Park and Visitor Center is located just west of the Navarre Causeway and Bridge. The Park and Visitors center shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED a minimum of two (2) times each month on a regular interval, other than May, June, July, and August, when four (4) times a month minimum shall be required. In addition, for this area:

- Pick-up and bag trash prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, by chemical means where effective, otherwise remove by hand.
- Replenish pine straw mulch in bedding (2 times per year), with equivalent quantities of pine straw to existing bedding.
- Prune/trim shrubs (2 times per year)
- Edge / weed-eat beds and pavement edges.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Prune palm trees (once per year)

Option III (Gulf Breeze Parkway Medians East and West)

Option III shall include maintenance for both Gulf Breeze Parkway Medians East and West. Gulf Breeze Parkway Medians East includes the medians from Avalon Blvd to Baywoods Road.
Gulf Breeze Parkway Medians West includes the medians from Bayshore Road to Sanibel Lane.
These two sections of medians shall be MOWED, TRIMMED, EDGED,
SWEPT, and WEEDED a minimum of (2) times each month on a regular interval, other than May, June, July, and August, when four (4) times a month minimum shall be required. In addition, for both areas:

- Pick-up and bag trash and along median prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds and pavement edges.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Replenish pine straw mulch in bedding and around trees (twice per year), with equivalent quantities of pine straw to existing bedding.
- Trim/prune shrubs and ground cover 2 times annually or as required to comply with FDOT maximum plant height specifications.

Option IV (Includes everything as described above in Options I, II and III)

Note for all work above:
The time between cuttings should be done at equal intervals during the month. Santa Rosa County may request a schedule to verify rotation and frequency of work being performed.
Debris from the above mentioned operations should be removed by the contractor (off site), the day the cutting operation was performed.
The sweeping and blowing of the sidewalks and parking areas should be done (same day) after the cutting is complete**.**

INSURANCE REQUIREMENTS

a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit to $100,000 for each accident, $500,000 disease policy limit and $100,000 disease each employee limit.

b) Commercial general liability – coverage shall provide minimum limits of liability of $1,000,000 for bodily injury and property damage. This shall include coverage for, but not limited to:

- **a. Premises/operations**
- **b. Products/complete operations**
- **c. Contractual liability**
- **d. Independent contractors**

c) Business auto liability – coverage shall provide minimum limits of liability of $1,000,000 combined single limit for bodily injury and property damage. This shall include coverage for, but not limited to:

- **a. Owned autos**
- **b. Hired autos**
- **c. Non-owned autos**

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