

AGENDA ITEM SUMMARY

Meeting Date:	JANUARY 15, 2020
Agenda Category:	CONSENT BUSINESS
Agenda Item Number:	10 B
Subject:	PROPOSAL FOR CONTINUED LANDSCAPE MAINTENANCE OF U.S. HIGHWAY 1 RIGHTS-OF-WAY, U.S. LAWNS OF BREVARD (PUBLIC WORKS DEPARTMENT)
Attachments:	Memorandum; proposal
Staff Contact:	Public Works Director Poole
Background:	Since 2011, U.S. Lawns of Brevard has been maintaining the landscaping of rights-of-ways on U.S. Highway 1 with no increase in cost. Because FDOT has enhanced its aesthetic requirements, and has also decreased the use of herbicides (resulting in more work being performed manually), a cost increase from \$57,000.00 to \$61,800.00, per year, is necessary.
Reference:	
Suggested Action:	Approve the revised contract with U.S. Lawns of Brevard for the landscape maintenance of rights-of-way on U.S. Highway 1

MEMO

approved to
go to Council.
Dr. Fettrow
12/20/2019

To Dr. Brenda Fettrow, City Manager

From: C. Kenneth Poole, Public Works Director



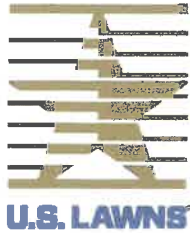
RE: U.S. Lawns of Brevard – US 1 Right of Way Maintenance Contract

Date: December 18, 2019

Attached is the proposed contract for the landscape maintenance of US 1. The contract proposed maintenance fee has increased from \$57,000.00 per year to \$61,800.00 per year.

Reasons for the increase are that U.S. Lawns of Brevard has not increased the contract price since beginning the program in 2011 and FDOT inspection criteria for the US 1 corridor maintenance have become more stringent.

I recommend the approval of the contract with U.S. Lawns of Brevard in the amount of \$61,800.00 per year beginning March 1, 2020.



July 17, 2019

Dr. Brenda Fettrow,

Recently our team has met with Ken Poole and other staff members of the Public Works department. The growing pressure from FDOT has required us to change the manner we are currently servicing the Rockledge section of US 1.

There are several reasons of our increase in price. FDOT is requiring a higher level of service than has been expected in the past. This increase in level of service will increase the man power needed to preform FDOT's maintenance expectation. Secondly, the use of herbicide is very limited due size and maturity of the plant material. 95% of all weeds will need to be hand pulled and cannot be treated chemically. Lastly, US Lawns has been servicing US 1 with no price increase since 2011.

If you have any question please feel free to Contact me.

Initials _____



July 17, 2019

On behalf of US Lawns of Brevard, we appreciate the opportunity to present an annual *comprehensive landscape maintenance program*.

We have measured and evaluated your property and determined that this enclosed annual maintenance proposal will provide your property with the quality care it needs.

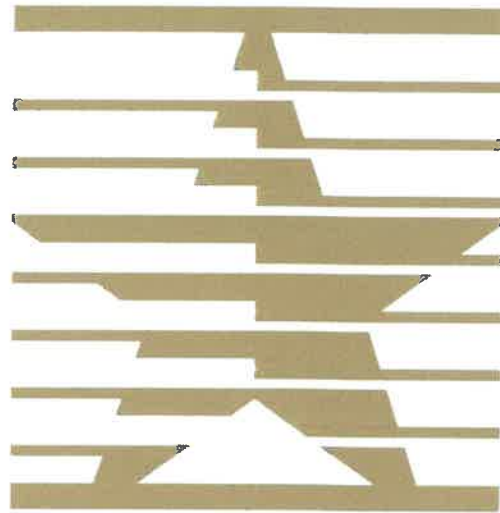
U.S. Lawns of Brevard is a locally owned professional service. We strive to give quality care to our clients by providing:

- * **THOROUGH and METICULOUS** property maintenance
- * **A Drug-free TRAINED AND UNIFORMED** service staff
- * **FULL INSURANCE** coverage on our employees while on your property
- * **REGULAR SITE INSPECTIONS** with property representatives
- * **PROMPT RESPONSE** to your needs and concerns
- * An agreement **TAILORED** to your specifications, outlining our service and pricing
- * Compliance with all **STATE AND FEDERAL** laws
- * Compliance with all **OSHA** standards
- * **FLORIDA GREEN INDUSTRIES** certified

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

Brandon Silverstein
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-863-7697 Mobile



U.S. LAWNS®

at

City Of Rockledge US 1

Prepared by

**Brandon Silverstein
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-863-7697 Mobile**

The U.S. Lawns comprehensive landscape maintenance program consists of the following services.

1. The mowing of all turf areas throughout the property once every seven days in the heavy growing season and every fourteen days in the dormant season. A total of 38 services.
 - a. Litter removal in the turf and bed areas shall be performed during each maintenance visit. This excludes leaf fall pickup, insect damage, and excess leaves from drought conditions from parking areas, sidewalks, pools, etc. Any excess litter or debris will be brought to the attention of the Client and may result in an additional charge for removal.
2. The edging of all walk and curb areas in concurrence with each mowing.
3. The edging of all plant beds in concurrence with every other mowing or as inspection requires.
4. The weeding of all plant beds as often as plant health and the highest level of order requires.
5. The trimming of tree canopies to maintain a clearance height of eight (8) feet. Excludes limbs larger than two (2) inches in diameter.
6. The shearing of qualifying shrubs and hedges once per month to maintain desired shape and appearance.
7. The power clipping of grass areas inaccessible to our mowing machinery.
8. The air blowing of all walks and paved areas littered in the maintenance process.
9. U.S. Lawns assumes responsibility for any and all damage, including irrigation components, which occur as a result of the maintenance process.
10. If mulch and palms are included in the contract we will not schedule until you are at least 6 months into the contract terms and at our earliest convenience.
11. If mulch and palms are included in the contract we ask that they are not scheduled until you are at least 6 months into the contract.
12. The service area is to include center island median and west side of US 1 within the city limits

ADDITIONAL SERVICES WILL BE INCLUDED IN MONTHLY SERVICE IF MARKED BELOW

Fertilization and Insect Control of Turf: Cost per application: # applications per year: Total cost per year:	\$00.00 #6 \$2,640.00	<u>NOT</u> <u>INCLUDED</u>
Fertilization and Insect Control of Trees/Shrubs: Cost per application: # applications per year: Total cost per year:	\$00.00 #3 \$.00	<u>NOT</u> <u>INCLUDED</u>
Installation of Mulch: Cost per yard: # yards per installation: Total cost per installation: # installations per year: Total cost per year:	\$.00 # \$.00 #1 \$.00	<u>NOT</u> <u>INCLUDED</u>
Installation of Annuals: Cost per annual: # annuals per installation: Cost per installation: # installations per year: Total cost per year:	\$.00 # \$ # \$	<u>NOT</u> <u>INCLUDED</u>
Trimming of Palms: Cost per tree: # palms per trimming: Cost per trimming: # trimmings per year: Total cost per year:	\$.00 # \$.00 #1 \$.00	<u>NOT</u> <u>INCLUDED</u>
Operation and Inspection of Irrigation System: Cost per inspection: # inspections per year: Total cost per year:	00.00 # 12 \$00.00	<u>NOT</u> <u>INCLUDED</u>

Payment Terms

U.S. Lawns of Brevard agrees to maintain City of Rockledge in the manner prescribed, for a total annual amount of (\$61,800.00), payable in monthly installments of (\$5,150.00) due on the first day of the month following the month of service. A service charge of 11/2% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%.

This annual agreement shall commence on _____ and renew annually on the anniversary date. The parties agree that either party may terminate this agreement with cause upon 30 days written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the heavy growing months of each year of the Agreement including potentially significant mobilization costs in start-up.

TERMINATION

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. U.S. Lawns shall be entitled to cure any deficiencies of performance within ten (10) business days of being notified of deficiencies. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured. If U.S. Lawns fails to correct any deficiencies or remedy good faith effort for the items listed in the termination notice, the Agreement shall be terminated thirty (30) days from the date U.S. Lawns receives the original termination notice. In the event the Client fails to make payments as set forth in this Agreement, U.S. Lawns is entitled to discontinue services.

LIABILITY - U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees. U.S. Lawns shall be notified and have the option to inspect any damage assumed to have been caused by them to any persons or property prior to any repairs being completed. If any repairs occur prior to such notification and/or inspection, U.S. Lawns will not be responsible to reimburse Client for any costs associated.

Respectfully submitted by:
U.S. Lawns of Brevard

Approved and accepted for:
City of Rockledge

Brandon Silverstein

By: _____
Dr. Brenda Fettrow

Date: _____

Date: _____

Contract Irrigation Specifications

If your maintenance agreement includes irrigation maintenance, the following services shall be performed:

1. A complete audit of the irrigation system will be performed 12 times per year to check system efficiency, coverage, operational limitations and/or operational status.
 - A report, along with a proposal for correction of any deficiencies, will be submitted.
2. During each contract irrigation check, a technician will activate the system and observe for proper coverage and system operation, included in contract
 - Any needed adjustments to coverage, and any damage caused by U.S. Lawns personnel will be performed at that time.
3. If US Lawns is called to the property to repair damage caused by U.S. Lawns service personnel between inspections, this will be performed at no additional cost to the customer.
 - All technicians will report to your management representative when available or a report will be sent for each visit.
4. If US Lawns is called to your property for inspections or repairs of items not caused by U.S. Lawns service personnel (i.e. underground leaks, traffic damage, vandalism, power outages or component or control failures) or, if these items are found during an inspection, property management will be responsible for the cost of materials and labor provided by U.S. Lawns for repairs at a billable rate of **\$70.00** per hr.
 - There will be a service charge for service calls when no problem is found to exist.
5. Please note that most irrigation systems were designed and built to maintain the original landscape. Alterations to landscape frequently require modifications to the irrigation system.
 - Property management will be responsible for the cost of materials and labor for such modifications.
6. Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:
 - Water bans issued by governing bodies
 - Failure of irrigation systems beyond U.S. Lawns' control
 - Failure of Client to maintain irrigation system in effective working condition
 - Refusal to irrigate for needs of plants
 - Power failures beyond U.S. Lawns control
 - Unavailability of sufficient and suitable water for irrigation of any reason

ACCEPTANCE OF IRRIGATION ADDENDUM

Condition of acceptance. The amount of **\$100.00** has been entered as the said "Dollar Amount" not to be exceeded for monthly Irrigation repairs without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by:
U.S. LAWNS OF Brevard

Approved and accepted for:
PROPERTY Representative

Brandon Silverstein

By: _____
Board Representative/ Property Manager

Date: _____

Date: _____

FERTILIZATION

The fertilization of all accessible turf areas, trees, shrubs and ornamentals with the proper blend of commercial fertilizer. Fertilization shall be applied as follows:

Turf areas – zero (0) times per year

Shrubs and Ornamentals – zero (0) times per year

PEST MANAGEMENT AND WEED CONTROL

1. The application of insect control products to the turf areas. This excludes fire ant infestation treatment and if necessary a proposal shall be submitted separately.

2. This Agreement does not include the application of any pesticide for the treatment to an ornamental planting taller than ten (10) feet. A proposal for any treatment for control required above this height shall be submitted separately to Management for authorization. In addition, the scope of our service does not include the treatment and application of pesticides for exotic or imported pest such as, Spiraling White Fly, Ficus White Fly, Royal Palm Bug and any other new or exotic species and/or disease which may present themselves, but we will monitor and advise Management of any potential problems.

3. The application of pre-emergent and post-emergent weed control products to the turf areas. U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

4. Changes in Federal regulations have resulted in our loss of ability to selectively control various weeds, including crabgrass, when they are present in certain turf. The only control of these weeds is to treat infested turf areas with non-selective products which may result in the necessity to replace the turf. This Agreement does not include turf replacement and if necessary a proposal shall be submitted separately.

5. As a result of the continuing drought conditions along with ongoing changes in insect species and control products that are available for treatment, guaranteed insect control has become more dependent on timely and regular irrigation. Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available, U.S. Lawns cannot guarantee the effectiveness of such treatments.

6. U.S. Lawns is not responsible for the loss or decline of turf, shrubs, and/or trees as a result of Sedges or grassy weeds (including Torpedo grasses), Fungus, Grubs, and imported insects. Please note chinch bugs cannot be controlled with contracts fewer than Six (6) services. Additional services cost may be required.

City of Rockledge
30-Day Landscape Maintenance Plan
30-DAY GOALS

1. Initiate a program of "detail" weeding of all bed areas and base line the property
2. Apply required pesticides to all applicable turfgrass areas and plant materials.
3. Initiate the establishment of consistent and uniform protective maintenance borders around trees, plants, buildings and other obstacles in the landscaped areas.
4. Conduct a complete inventory of the plant material in order to determine the needs for replacements of severely regressed or missing material and submit cost projections for replacements.
5. Conduct a complete inventory of the irrigation system and submit recommendations and cost projections for corrections and/or improvements if needed.
6. Conduct a complete walk-thru site inspection/review with the designated representative.
7. A complete and comprehensive annual color program will be designed and implemented, considering client's desire, site conditions and seasonal availability. All annuals will be contract grown to assure uniformity and to maximize size and quality.

Client Information Form

1. Insurance Certificate

Exact wording for named insured and additional insured on certificate:

Mail certificate to:

2. Primary Contact

Name: _____ Title: _____

Co: _____

Address: _____

Phone: _____ Fax: _____

Comments: _____

3. Property Information

Complete property address:

On-site property contact (if any):

Name: _____ Title: _____

Phone: _____ Fax: _____

Comments: _____

4. Bill to: Email Address
