

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**1.0 INTRODUCTION & DESCRIPTION**

Real property that is acquired for a planned transportation project or real property acquired for a project but that is not used requires maintenance be performed in order to prevent or correct problems that might arise, such as vagrancy and vandalism, illegal dumping, or grass and vegetation control.

The work that is specified in this section consists of all preparatory work and operations for mowing, debris/trash removal, tire disposal, stump grinding, and tree removal services required for Department owned properties. This includes, but is not limited to, those operations necessary for mobilization, salaries, equipment, materials, supplies, general and administrative expenses, incidental expenses, travel, subcontractor costs, permits from any governing entities, and notifications and fees associated with such notifications, if any. Properties requiring mowing, debris/trash removal or tree services will vary according to the projects and shall include both vacant and improved lots. Work, if any, assigned under this contract will be assigned on an “as needed” basis.

Services under this contract shall be provided within District Four, which includes: Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties; and the South Florida Rail Corridor (CSX) right-of-way located in Miami-Dade County.

**2.0 DEFINITIONS**

- I. Backhoe: Machine apparatus used to remove the top layer of soil, leaving the site bare in order to inhibit the growth of grasses and/or other vegetation.
- II. Contract Manager: The FDOT staff member with overall responsibility and authority to manage the tasks of the Vendor under this contract.
- III. Clearing and Grubbing: includes but is not limited to: mowing, scarifying, backhoeing, clearing, grubbing, tire removal and disposal, debris removal, tree removal, stump grinding, pruning, and trimming of all vegetation and debris, except such objects as are designated to remain. This activity includes removal and disposal of all vegetation and debris. The following pay items will not be used with the “Clearing and Grubbing” pay item: mowing, scarifying, backhoeing, tire removal and disposal, debris removal, tree removal, stump grinding, pruning, and trimming.
- IV. DBH: Diameter at Breast Height – Tree DBH is the outside bark diameter at breast height. Breast height is defined as 4.5 feet (1.37m) above the ground.
- V. Debris: Litter of any sort, which may include but is not limited to general trash, pieces of concrete, vegetation clippings, abandoned appliances, lumber, vehicles or their parts, furniture, mattresses, bricks, and any other item left on Department property without permission.
- VI. Department: The Florida Department of Transportation (FDOT).
- VII. District Four: The FDOT office that is responsible for the geographic areas of Broward, Palm Beach, Martin, St. Lucie and Indian River Counties and the South

**Florida Rail Corridor (CSX) right-of-way located in Miami-Dade County.** Also, may be referred to as “District”.

- VIII. Excess Property: FDOT-owned property of any value, located outside of the current operating right-of-way limits and which may or may not be needed to support existing transportation facilities.
- IX. Federal Project Number: Department number that is used for project identification purposes when federal dollars were involved in a project. Also referred to as the “FAP Number”.
- X. Item / Segment Number: Department number that is used for project identification purposes. Also referred to as the “FM Number”.
- X. Mowing: To cut down grasses and/or other vegetation by machine apparatus suitable for this purpose.
- XI. Routine Mowing: Mowing that is conducted on a pre-determined schedule, as stated in a Letter of Authorization. Routine Mowing shall be paid per occurrence at the rates established in Exhibit C for Mowing/Routine Mowing.
- XII. Real Property: Land, buildings or other improvements permanently affixed to the land.
- XIII. Scarify: Use of a machine apparatus designed specifically to break up or loosen the top layer of soil in order to inhibit growth of grasses and/or other vegetation.
- XIV. State Project Number: Department number that is used for project identification purposes.
- XV. Stump Grinding: To remove tree stumps by machine apparatus suitable for this purpose. Stumps shall be ground to be flush with ground-level. Includes disposing of all debris associated with the removal.
- XVI. Surplus Property: Excess real property that the District Secretary or authorized designee has declared in writing to have no present or future transportation purpose.
- XVII. Tree Removal: Saw-cut and/or remove any necessary vegetation, tree limbs and trees from the right-of-way as requested by the Department. Includes disposing of all debris associated with the removal.
- XVIII. Vendor: The firm retained by the Department to perform the tasks as described in this Scope of Services.
- XIX. Workday: Any day that falls on a Monday through Friday, excluding State Holidays, as follows:
- New Year's Day
  - Birthday of Dr. Martin Luther King, Jr.
  - Memorial Day
  - Independence Day

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

### **3.0 OBJECTIVES AND VENDOR RESPONSIBILITIES**

#### **I. General Provisions**

Prior to contract execution, the Vendor shall provide to the Contract Manager a copy of its Worker's Compensation Insurance, copies of all applicable licenses, motor vehicle insurance certificates, and general liability insurance naming the Department as an additional insured. These items must be kept current and up to date throughout the life of the contract. If there are any changes in the aforementioned documents, a copy of any change made must be provided to the Contract Manager within seven (7) calendar days of such change.

All supervisors and personnel involved in any of the activities covered in this agreement shall be competent for the particular work referenced in this scope of work. The Vendor shall be fully responsible for the performance of all work under the agreement as set forth in this scope of services, and as directed in the "Letter of Authorization" (LOA) issued by the Contract Manager.

Any equipment used by the Vendor in the performance of these services must be maintained and utilized in conformance with all Occupational Safety and Health Administration (OSHA) safety standards and manufacturers' directions. Safety equipment shall be furnished to and used by all the Vendor personnel in accordance with OSHA safety standards. The presence of conforming safety equipment or devices shall not relieve the Vendor of responsibility for injury or damage to property caused by the operation of any equipment.

If extreme weather, tenant delays, or other conditions prevent the Vendor from completing the assigned task(s) within the time frame specified in the "Letter of Authorization" (LOA), the Vendor may request an extension in order to be able to complete the assigned task(s). Written approval from the Contract Manager must be received twenty-four hours before the work stoppage. The Contract Manager shall establish a new completion date for the work activities in his or her written approval.

The Vendor must have commercial grade equipment to perform duties under this scope of services for this Agreement.

All work shall be performed in accordance with the Exhibit A – Scope of Services, agreement provisions, LOAs, and state, local, and federal laws.

#### **II. Supervision of Work**

All work under this agreement shall be performed under the supervision of the State of Florida Department of Transportation, Right of Way Administration, Property

Management Section, which is located at 3400 West Commercial Blvd., Fort Lauderdale, Florida 33309-3421.

**III. Work Hours**

The Vendor may expect to have normal work hours in the performance of these services. However, some properties identified may require night or weekend work due to project construction, tenant relations, or emergency security measures, among other things. Day work hours shall be from 8:00 AM to 6:00 PM. Night work hours shall be from 6:00 PM to 8:00 AM. Weekend work shall be preferably Saturdays from 8:00 AM to 6:00 PM.

**NOTE: No premium time will be paid for overtime (nights, weekends and/or holidays). Any overtime work performed shall be absorbed by the pay item. The pay items established in Exhibit “C” must reflect rates for day OR night work hours. All hours must be considered when determining the pay items.**

**IV. Pre-work Conference**

Before a Letter of Authorization (LOA) is issued, the Contract Manager **may** schedule a pre-work conference to be held at a place that he or she designates, if deemed necessary. The purpose of the pre-work conference is to specifically review the work to be performed and the sequence and control of work tasks covered by that Letter of Authorization (LOA). The Vendor shall attend this conference and submit a list of its key employees, materials, and suppliers to be used. No work under this agreement shall commence until after the Contract Manager has issued a Letter of Authorization (LOA).

**V. Requirements for LOAs & Required Time Frames for Completion**

When requested to do so by the Contract Manager, the Vendor shall submit a proposal for services to be performed. The proposal shall be submitted within three (3) workdays from the date that the request for proposal was made.

**The Department’s request shall include the following information:**

1. Item / Segment Number
2. State Project Number
3. Federal Project Number
4. State Road number or other road designation
5. Type of service(s) to be performed
6. Completion deadline

Upon the date of issuance of a Letter of Authorization (LOA), the Vendor shall have (depending on the type of work to be performed) seven (7) calendar days to complete the work authorized. In particular instances the Vendor may be given fourteen (14) calendar days to complete the work, unless otherwise authorized by the Department. In very rare instances, the Contract Manager may deem a situation to require

emergency services, in which case a lesser time frame for work completion shall be given.

The Vendor shall notify the Contract Manager at least one (1) workday in advance of the date the assigned work is to commence and the anticipated completion time. Also, when the assigned work task has been completed, the Contract Manager shall be notified within one (1) workday of its completion. **This is especially important because the Department will be verifying that the work is completed properly and within the given time frame.**

#### **4.0 WORK SPECIFICATIONS**

The Vendor shall be responsible for routine mowing, stump grinding, tree removal, debris/trash removal and tire disposal as directed in writing by the Contract Manager.

**Routine mowing is typically performed not less than once every two months.**

For routine mowing the Vendor shall employ the method specified in writing by the Contract Manager for each lot to be maintained. Methods to be used are mowing, scarifying and backhoeing. For routine mowing, the equipment used shall be set to the lowest level possible. For individual lots requiring scarifying or backhoeing operations, the Contract Manager shall instruct the Vendor on what procedure they are to use.

The Vendor shall be responsible for the collection and removal of all debris that is generated as a result of mowing operations and/or tree services. Care must be taken with the disposal of tires. The Vendor shall be responsible for determining whether debris is hazardous and for the disposal of all non-hazardous debris in accordance with all local, state and federal laws. The Vendor shall be responsible for all dumping costs, including franchise fees, and shall include these costs in their unit pricing. (Refer to Exhibit "C"- Bid Sheet.)

#### **5.0 WORK QUALITY**

**All of the Vendor's finished work shall meet the following criteria:**

1. All debris that is generated by any of the work described in this scope shall be collected and removed from the area.
2. For all routine mowing operations (unless otherwise directed), all grasses and/or vegetation shall be cut at the lowest equipment setting possible.
3. All tires shall be collected, removed, and disposed of at a proper waste facility.

**Note that**, after mowing, scarifying, or backhoeing, the entire area of the site to be maintained, including the perimeter and areas immediately surrounding trees and structures, must be equally trimmed. This may require the use of additional equipment, such as a weed-whacker or trimmer.

#### **6.0 QUALIFICATIONS**

The Vendor and/or its Subcontractor must hold the licensure necessary to provide these services in the counties in which the District has jurisdiction. These counties include Broward, Palm Beach, Martin, St. Lucie, and Indian River.

***DOT-ITB-20-4010-JR***  
***Districtwide Mowing, Debris Removal, and Tree Services***  
***Exhibit A – Scope of Services***