Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 10/28/16 11:00 AM CST

TITLE: Landscape Maintenance of Boulevards and Right of Way	**RETURN BID TO:** PURCHASING DIVISION
FILE NO: **ANNUAL CONTRACT A16-0799** AD DATES: **9/16/16 and 9/23/16** CONTRACT PERIOD: January 1, 2017 through December 31,2017	**Mailing Address:** PO Box 1471 Baton Rouge, LA 70821 **Physical Address:** 222 St. Louis Street 8th Floor Room 826 Baton Rouge, LA 70802
SHIP TO ADDRESS: Various locations within East Baton Rouge Parish	**Contact Regarding Inquiries:** Purchasing Analyst : **ARIELLE WILLIAMS** Telephone Number: **225-389-3259 x 309** Email: **apwilliams@brgov.com**
VENDOR NAME	MAILING ADDRESS
REMIT TO ADDRESS	CITY, STATE, ZIP
TELEPHONE NO. FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE
AUTHORIZED SIGNATURE	PRINTED NAME

QUESTIONS TO BE COMPLETED BY VENDOR:

1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER
2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.
3. _____ STATE ENUMERATE ADDENDA RECEIVED (IF ANY)

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.

2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of The City-Parish. There is no guaranteed minimum quantity.

3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.

4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.

5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.

6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.

7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.

9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.

10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.

11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.

13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.

14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.

15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.

16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.

17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.

19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.

20. City - Parish purchases are exempt from state and local taxes.

21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.

22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

    YES ____NO____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of

the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.

27. Certification of no suspension or debarment. By signing and submitting any bid for $25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

    A list of parties who have been suspended or debarred can be viewed via the internet at http://www.sam.gov

28. Bid prices shall included delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: http://brgov.com/dept/purchase/bidresults.asp.

30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

    Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold ($150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of $10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of $2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less that once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of $2,000, and all other contracts involving the employment of mechanics or laborers in excess of $2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII.Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR BID

- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

- If requested, information must be submitted within 7 days.

- Vendors will be required to submit (1) original affidavit.

- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

- Within the requirement of the scope of services for this bid, there are certain portions of the work that require a license by the contractor licensing board. These types of work include landscaping, such as mulching and pruning of shrubs, or removal of debris not attributed to grass cutting. It has been determined that the scope of work identified result in eighty percent (80%) of work which **does not** require a license and twenty percent (20%) of work that **requires** a contractor license. If 20% of the total bid cost exceeds $50,000 a contractor's license is required. In determining whether your total bid cost will require the inclusion of a contractor's license, calculate the total bid cost and multiply by twenty percent (20%).

- **If applicable, contractors must hold an active license issued by the Louisiana State Licensing Board for Contractors and must show their license number on the face of the bid envelope and shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2163, as amended, for all public contacts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law.**

- All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.

1. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.

2. Contractor shall indemnify City-Parish against any and all liens for which City-Parish owned property may become liable as a result of Contractors work hereunder.

3. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

4. All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year, unless provided otherwise by the specification or proposal form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.

5. The City-Parish reserves the right to add or delete a location. In the event a bid is deleted from the contract, monthly billing will be pro-rated accordingly.

6. Before this contract is acceptable and complete, successful bidder shall clean up and remove from the premise all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean and properly installed.

7. Bids: unless otherwise specified, a lump sum bid is requested for the work in the specifications.

8. Permits, Licenses, Laws and Taxes: The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana.

9. The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City-Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City-Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.

10. Contractor shall furnish insurance as required on the attached sheet.

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	$2,000,000
Products-Comp/Op Agg	$ 1,000,000
Personal & Adv Injury	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage (Any one fire)	$ 50,000
Med Exp	$ 5,000

B. Business Auto Policy

Any Auto, or Owned,	Combined Single Limit
Non-Owned & Mired	$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

CITY OF BATON ROUGE,
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION

PROPOSAL FORM FOR ANNUAL CONTRACT NO. A16-0799

* Quantities (Acreage), if shown are estimates only and no pay adjustment due to acreage variation shall be considered*

A mandatory pre bid meeting will be held on October 5, 2016 at 9:00 a.m., at the City of Baton Rouge Purchasing Department, 222 St. Louis Street, 8th Floor, Room 806. Baton Rouge, LA 70802. Only those firms in attendance are eligible to receive an award on this project.

ITEM NO.	Description	Annual Group Total
0001	Boulevard Group One Annual Total	$ _____
0002	Boulevard Group Two Annual Total	$ _____
0003	Boulevard Group Three Annual Total	$ _____
0004	Boulevard Group Four Annual Total	$ _____
0005	Boulevard Group Five Annual Total	$ _____
0006	Boulevard Group Six Annual Total	$ _____
0007	Boulevard Group Seven Annual Total	$ _____
0008	Boulevard Group Eight Annual Total	$ _____
0009	Boulevard Group Nine Annual Total	$ _____
0010	Boulevard Group Ten Annual Total	$ _____
0011	Boulevard Group Eleven Annual Total	$ _____
0012	Boulevard Group Twelve Annual Total	$ _____

Group One (Median Only) ZTR Only (43 Cuts)							
Site #	**Location**	**Project Limits**	**Length Miles**	**Median Acres**	**Cuts Per Year**	**Median Per Cut Price**	**Total Per Cut Price**
1	Goodwood Blvd	Lobdell Ave. to S. Flannery (additional Attachment: n/a)	3.86	12.37	43		
2	Woodland Ridge Blvd	S.Harrell's Ferry to End of Median (additional attachment: n/a)	1.16	4.03	43		
3	S. Sherwood Forest Blvd.	Florida Blvd to Airline Hwy (additional attachment: n/a)	4.3	9.59	43		
4	Independence Blvd.	Lobdell to East Airport Dr (additional attachment: n/a)	0.56	0.88	43		
5	Tara Blvd.	Old Hammond Hwy to Goodwood (additional attachment: n/a)	0.88	2.9	43		
Boulevard Group One Annual Total (All Sites)						**$_____**	

Group Two (Median Only) ZTR Only (43 Cuts)

Site #	Location	Project Limits	Length Miles	Median Acres	Cuts Per Year	Median Per Cut Price	Total Per Cut Price
6	Monterey Blvd.	S. Choctaw to Florida Blvd. (additional attachment: n/a)	1.16	2.98	43		
7	Monticello Blvd.	Greenwell Springs Rd to England Ave. (additional attachment: n/a)	0.92	3.04	43		
8	Marque Anne Dr.	Florida Blvd. to Cate Ave (additional attachment: n/a)	0.1	0.27	43		
9	Gus Young Avenue	N. Acadian to Foster (additional attachment: n/a)	0.25	0.23	43		
10	Ponderosa Blvd.	Florida Blvd. to Old Hammond Hwy (islands) (additional attachment: n/a)	0.9	0.22	43		
11	Oak Villa	Florida Blvd. to end of Median by Tom Drive (additional attachment: n/a)	0.66	1.05	43		
12	Coursey Blvd.	Airline Hwy. to Jones Creek Rd. (additional attachment: n/a)	3.47	10.77	43		
13	Hickory Ridge Blvd.	Coursey Blvd. to Tiger Bend (ROW on sides near Tiger Bend entrance) (additional attachment: n/a)	1.26	4.09	43		

Boulevard Group Two Annual Total (All Sites) $_____

Group Three (Median Only) ZTR Only (43 Cuts)							
Site #	**Location**	**Project Limits**	**Length Miles**	**Median Acres**	**Cuts Per Year**	**Median Per Cut Price**	**Total Per Cut Price**
14	Citi Place / Citi Plaza	Corporate Blvd. to Corporate Blvd. (additional attachment: n/a)	0.31	0.3	43		
15	Congress Blvd.	Perkins Rd. to end of median (additional attachment: n/a)	1	2.67	43		
16	Industriplex Blvd.	Airline Hwy to end of median across Siegen Lane (additional attachment: n/a)	1.6	4.14	43		
17	Sunset Blvd.	Highland Rd. to end of median (additional attachment: n/a)	0.32	1.05	43		
18	Stuart Avenue	Perkins Rd. to Hyacinth Avenue (additional attachment: No. 1)	0.52	1.05	43		
19	Delgado Dr.	Highland Rd. to Tulane Dr. (additional attachment: n/a)	0.1	0.62	43		
Boulevard Group Three Annual Total (All Sites)							**$**_____

Group Four (Median Only) ZTR Only (22 Cuts)							
Site #	Location	Project Limits	Length Miles	Median Acres	Cuts Per Year	Median Per Cut Price	Total Per Cut Price
20	Cherokee Avenue	South 18th Street to St. Rose. (Median) (additional attachment: n/a)	0.5	1.09	22		
21	Kleinert Avenue	Perkins Rd. to Parker St. (Median) (additional attachment: n/a)	0.78	1.79	22		
22	Terrace Avenue	Perkins Rd. to Arlington Ave. (Median) (additional attachment: n/a)	0.53	1.28	22		
23	Reymond Avenue	Perkins Rd. to Parker St. (Median) (additional attachment: n/a)	0.22	0.94	22		
24	Park Boulevard	Government St. to Magnolia. (Median) (additional attachment: n/a)	0.56	1.26	22		
25	Glenmore Avenue	Claycut to Bawell. (Median & west side ROW from Bawell to Wells St. approx. .22 acres) (additional attachment: n/a)	0.88	3.4	22		
26	Hundreds Oaks Blvd.	Glenmore Ave. to South Acadian. (Median) (additional attachment: n/a)	0.43	0.91	22		
27	Steele Boulevard	Claycut Rd. to Ramsey (Median) (additional attachment: n/a)	0.75	1.65	22		
Boulevard Group Four Annual Total (All Sites)						$_____	

Group Five (Median and Right – Of Way) ZTR Only (43 Cuts)									
Site #	Location	Project Limits	Length Miles	Median Acres	ROW Acres	Cuts Per Year	Median Per Cut Price	ROW Per Cut Price	Total Per Cut Price
28	Corporate Blvd.	College Dr. to Jefferson Hwy. (additional attachment: n/a)	1.86	4.63	4.5	43			
29	Highland Rd.	West Greens Ave. to Airline Hwy. (additional attachment: n/a)	1.85	2.79	9.94	43			
30	Staring Lane	Essen Ln. to Burbank (additional attachment: n/a)	2.54	3.7	12.3	43			
31	Siegen Lane	N. Rieger Rd. to Highland Rd. (additional attachment: n/a)	2.61	2.61	13.33	43			
32	Bluebonnet Blvd.	Nicholson Dr. to North side of I-10 (additional attachment: n/a)	5.6	10.91	27.27	43			
33	Bluebonnet Blvd.	N. side I-10 to Airline Hwy (additional attachment: n/a)	2	3.02	7.42	43			
34	Bluebonnet Blvd.	Eight additional lots between I10 and Jefferson Hwy. (additional attachment: No. 2)	N/A	N/A	4.42	43	N/A		
35	Kenilworth Parkway	Perkins Rd. to Highland Rd. Median & North side ROW from Perkins Rd. to Blendon Dr. (additional attachment: n/a)	2.03	7.38	0.79	43			
Boulevard Group Five Annual Total (All Sites)									$_____

Group Six (Median and Right – Of Way) ZTR Only (43 Cuts)

Site #	Location	Project Limits	Length Miles	Median Acres	ROW Acres	Cuts Per Year	Median Per Cut Price	ROW Per Cut Price	Total Per Cut Price
36	Veterans Blvd.	Harding Blvd. to Blount Rd. & two islands North Side of Harding (additional attachment: n/a)	1.72	3.77	8.98	43			
37	Harding Blvd.	West end of R.R. Overpass to Plank Rd. (additional attachment: n/a)	3.05	3.39	7.15	43			
38	Lobdell Blvd.	Florida Blvd. to Greenwell Springs Rd. (additional attachment: n/a)	1.55	3.48	4.77	43			
39	Lobdell Blvd.	Florida Blvd. to Jefferson (additional attachment: n/a)	1.31	1.72	4.9	43			
40	Wooddale Blvd.	Florida Blvd. to Greenwell Springs (additional attachment: n/a)	1.8	7.6	6.5	43			
41	Greenwell Springs Road	Wooddale exit onto Airline & Service Rd. in front of Cam. College (additional attachment: No. 3)	0.4	N/A	2.22	43	N/A		
42	Greenwell Springs Road	Joor Rd. to Sullivan (additional attachment: n/a)	4.3	9.22	25.33	43			
43	Ford Street	Plank Rd. to Mickens Rd (additional attachment: n/a)	1.4	4.21	8.69	43			

Boulevard Group Six Annual Total (All Sites) $_____

Group Seven (Median and Right – Of Way) ZTR Only (43 Cuts)

Site #	Location	Project Limits	Length Miles	Median Acres	ROW Acres	Cuts Per Year	Median Per Cut Price	ROW Per Cut Price	Total Per Cut Price
44	South Harrell's Ferry	Sherwood to end of median past O'Neal Lane. Includes all ROW & areas between S.Harrell's Ferry & I12 fence, from Sherwood to King Arthur (additional attachment: No. 4)	3.11	3.08	19.2	43			
45	Jones Creek Blvd.	S. Harrell's Ferry to George O'Neal Lane (additional attachment: n/a)	1.3	2.29	9.59	43			
46	Antioch Rd.	Airline Highway to end of median N. side of Hwy 73 (additional attachment: n/a)	0.75	1.8	3.6	43			
47	Stumberg Lane	Old Pecue to Jefferson Hwy & spur with circle off Stumberg (additional attachment: No. 5)	1.4	2.11	5.5	43			
48	George O'Neal Lane	Jones Creek to O'Neal Lane (20ft wide N. side only) (additional attachment: n/a)	0.44	N/A	1.45	43	N/A		
49	O'Neal Lane	S. Harrell's Ferry to Florida Blvd. (additional attachment: n/a)	2.9	1.45	13.09	43			
50	Connell's Park	Goodwood Blvd. to Cumberland Place (additional attachment: n/a)	0.15	0.34	0.37	43			
51	Sherwood Common Blvd.	Coursey to Airline Hwy. (additional attachment: n/a)	0.57	1.47	2.4	43			
52	Melrose	Florida Blvd. to Waverly Dr. Median & ROW (additional attachment: n/a)	0.53	1.32	0.83	43			

Boulevard Group Seven Annual Total (All Sites) $_____

Group Eight (Median and Right – Of Way) ZTR Only (43 Cuts)

Site #	Location	Project Limits	Length Miles	Median Acres	ROW Acres	Cuts Per Year	Median Per Cut Price	ROW Per Cut Price	Total Per Cut Price
53	Riverfront	Belle of Baton Rouge Pedestrian Bridge to 200ft. North of Laurel St. Top of Levee to River Road including ROW on east side of River Road from N. Blvd to Florida. (additional attachment: No. 6)	0.5	N/A	8.55	43	N/A		
54	River Road / Chippewa	Laurel St. to Scenic Hwy. (additional attachment: n/a)	2.7	0.73	2.12	43			
55	North Boulevard	4th Street to South 19 St. (additional attachment: n/a)	1.05	3.81	6.86	43			
56	Downtown Interstate	Government St. to North St. (additional attachment: No. 7)	0.67	4.73	N/A	43		N/A	
57	Nicholson Dr	South Boulevard to West Chimes Street. (additional attachment: n/a)	1.5	1.52	4.45	43			
58	Swan Ave/Scotlandville Plaza	Kingfisher to Scenic Hwy and Scotlandville Plaza Park (additional attachment: No. 8)	0.15	1.2	0.4	43			

Boulevard Group Eight Annual Total (All Sites) $_____

Group Nine (Median and Right – Of Way) ZTR First 15FT From All Roadway Edge (Grade Permitting) – Tractor Permitted For Remainder (22 Cuts)

Site #	Location	Project Limits	Length Miles	Median Acres	ROW Acres	Cuts Per Year	Median Per Cut Price	ROW Per Cut Price	Total Per Cut Price
59	Burbank Drive	Nicholson Dr. to Highland Rd. (additional Attachment: n/a)	6.7	14.06	65.34	22			
60	Airline Highway	Scenic Hwy to Parish Line (Includes cloverleaves at all intersections except for the I12 cloverleaf.	16.72	52.31	241.85	22			
61	Florida Boulevard	River Road to Parish Line (additional attachment: n/a)	12.07	14.62	80	22			

Boulevard Group Nine Annual Total (All Sites) $_____

Group Ten (Median and Right – Of Way) ZTR First 15FT From All Roadway Edge (Grade Permitting) – Tractor Permitted For Remainder (22 Cuts)

Site #	Location	Project Limits	Length Miles	Median Acres	ROW Acres	Cuts Per Year	Median Per Cut Price	ROW Per Cut Price	Total Per Cut Price
62	Plank Road	N. 22nd St. to Thomas Rd. (triangle) areas at intersection of Harding (additional attachment: n/a)	8.2	22	18	22			
63	Scenic Highway	Blount Rd to Main St. (additional attachment: n/a)	6.39	4.53	9.08	22			
64	Central Thruway	Florida Blvd to intersection at Sullivan Rd (additional attachment: n/a)	3.9	2.11	43.19	22			
65	Sullivan Road	Greenwell Springs Rd. to Wax Rd. (additional attachment: n/a)	1.79	3	13	22			
66	Sullivan Road	Hooper Rd. to Joor Rd. (additional attachment: n/a)	1.2	N/A	8.77	22	N/A		
67	Hooper Road	Plank Rd. to Blackwater Rd. (additional attachment: n/a)	3.1	6.79	16.12	22			

Boulevard Group Ten Annual Total (All Sites) $_____

Group Eleven (Median and Right – Of Way) ZTR Only (43 Cuts)

Site #	Location	Project Limits	Length Miles	Median Acres	ROW Acres	Cuts Per Year	Median Per Cut Price	ROW Per Cut Price	Total Per Cut Price
68	St. Louis	Government St. to Nicholson Dr. (additional attachment: n/a)	0.3	N/A	1	43	N/A		
69	St. Phillip	Government St. to Nicholson Dr. (additional attachment: n/a)	0.25	N/A	1	43	N/A		
70	South Boulevard	River Road to St. Ferdinand (additional attachment: n/a)	0.2	0.51	N/A	43		N/A	
71	East Blvd. & Thomas Delpit	Spain St. to Terrace Avenue (additional attachment: No. 5)	0.53	0.64	1.9	43			

Boulevard Group Eleven Annual Total (All Sites) $_____

Group Twelve (Right – Of Way) ZTR First 15FT From All Roadway Edge (Grade Permitting) – Tractor Permitted For Remainder (12 Cuts)

Site #	Location	Project Limits	Length Miles	Median Acres	ROW Acres	Cuts Per Year	Median Per Cut Price	ROW Per Cut Price	Total Per Cut Price
72	Brightside Lane	Nicholson Dr. to River Road (additional attachment: n/a)	2.13	N/A	10.32	12	N/A		
73	Gardere Lane	Highland Rd. to Nicholson Dr. (additional attachment: n/a)	1.92	N/A	7.03	12	N/A		
74	Lee Drive	Perkins Rd. to Nicholson Dr.(one small median included) (additional attachment: n/a)	2.7	0.06	14.01	12			
75	Perkins Road	College Dr. to Essen Lane (additional attachment: n/a)	2.53	N/A	5.45	12	N/A		
76	Old Hammond Highway	N. Harrell's Ferry to Florida Blvd. (additional attachment: n/a)	4.7	N/A	14.17	12	N/A		
77	Joor Road	Greenwell Springs to Highway 64 (additional attachment: n/a)	11	N/A	85.56	12	N/A		
78	Dyer Road	Plank to Blackwater Rd. (additional attachment: n/a)	2.85	N/A	19	12	N/A		
79	N. Sherwood Forest Blvd.	Florida Blvd. to Greenwell Springs Rd. (additional attachment: n/a)	2.4	N/A	19.3	12	N/A		
80	Flannery Road	Florida Blvd. to Greenwell Springs Rd. (additional attachment: n/a)	3	N/A	27.8	12	N/A		
81	Nicholson Drive	Burbank Dr. to Gardere Lane (additional attachment: n/a)	4.8	N/A	33.13	12	N/A		

Boulevard Group Twelve Annual Total (All Sites) $_____

ANNUAL CONTRACT
MEDIAN AND RIGHT-OF-WAY MOWING
LANDSCAPE MAINTENANCE AND LITTER PICK-UP

PROJECT DESCRIPTION:

The purpose of this project is to provide for the maintenance of medians and right-of-way throughout East Baton Rouge Parish. The area where work will be performed includes the center medians of boulevard type streets and other landscaped or paved areas within the right-of way. These specifications provide for the mowing, edging, weed-eating, shrub bed maintenance, light pruning, mulching, fertilizing, herbicide application and litter pick up along selected medians, right-of-ways and other City-Parish owned property located in East Baton Rouge Parish.

BASIS FOR AWARD:

For bidding purposes the sites have been divided into twelve (12) Site Groups. To be considered for award, all items within a Site Group must be quoted. Bidders may bid on one or more Site Groups. The contract will be awarded on the basis of the low total for each Site Group

Site Groups are divided into three categories: Median Only, Median & Right-of-Way and Right-of-Way Only. If right-of-way is included, the Maintenance contractor is responsible for the maintenance of the entire right-of way from property line to property line, or tree line, or fence line as applicable.

Property owners maintain a portion of the right-of-way in front of homes or businesses throughout much of East Baton Rouge Parish. If the property owner is maintaining the right-of way at the same standard required in this contract including: regular mowing, trimming, edging and blowing, the Maintenance contractor is not required to service the property at that visit. If a property owner ceases to maintain any area within the right-of way, the Maintenance contractor is required to begin maintenance at the next scheduled service. Litter pick-up is still required along the entire route at each visit.

While the Maintenance contractor is ultimately responsible for the entire right-of-way, it is highly recommended that bidders make an assessment of each site to estimate how much of the right-of -way is currently maintained by property owners and take this into consideration when bidding the right-of-way per-cut prices. Bids will be evaluated based on the Per-Cut Unit Prices provided with the Schedule of Bid Items Form. Quantities (Acreage), if shown, are estimates only and no pay adjustment due to acreage variation shall be considered.

Maintenance contractor must provide a complete equipment list with their bid and also a list of projects of similar size and complexity currently under contract or completed within the past five years. Contact information is required.

SECTION 1. TERM:

This contract shall commence upon the issuance of a Notice of Contract Execution by the Authorized City-Parish Representative and shall continue through December 31, 2017 unless renewed, or until contract funds are expended, whichever occurs first. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. The number of cuts will be based upon the needs of the

City-Parish and determined by the Authorized City-Parish Representative. There is no guaranteed minimum number of cuts. Sites, or the right-of way sections of a site, may be added or deleted according to the needs of the City-Parish. In addition, the City-Parish reserves the right to temporarily suspend or cancel any items of work within a construction or maintenance work zone within the limits of this contract. This contract may be renewed at the City-Parish exclusive option for Four (4) additional 1 year periods. Upon agreement of both the contractor and the City-Parish, the contract may be extended a second, third or fourth year or other shortened specified time periods. Extension of the contract into subsequent time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.

SECTION 2. NOTICE TO PROCEED:

The Maintenance contractor shall begin services within seven (7) calendar days of written notification from the Authorized City Parish Representative. Failure of the Maintenance contractor to begin work after notification within the specified time or failure to prosecute the work with sufficient personnel and equipment to complete the work within the allotted time shall be a breach of this contract.

SECTION 3. MAINTENANCE SEASONS:

There are two maintenance seasons for the purpose of this contract. The High Maintenance Season shall be between March 1 and October 31. The Low Maintenance Season shall be between November 1 and February 28.

SECTION 4. CUT FREQUENCY:

The twelve (12) Site Groups are additionally organized according to the three cut frequency schedules listed below:

1. Weekly/Bi-Weekly- Forty-three (43) cuts total. Thirty-five (35) weekly cuts during the high maintenance season and eight (8) bi-weekly cuts during the low maintenance season.

2. Bi-Weekly/Monthly- Twenty-two (22) cuts total. Eighteen (18) bi-weekly cuts during the high maintenance season and four (4) monthly cuts during the low maintenance season.

3. Monthly- Twelve (12) cuts total. One cut per month during the high and low maintenance seasons.

The number of cuts listed above is the maximum number allowed. Maintenance contractors are not to exceed the total number of cuts allowed by reducing the number of days in between cuts.

SECTION 5. SCHEDULING WORK:

The Maintenance contractor shall provide a monthly schedule for upcoming work. This schedule should be emailed to the City-Parish Landscape Architect and Field Inspector no later than the last Friday of the preceding month. This information will be used by the Field Inspector to schedule his inspections for the month. If there are deviations from the schedule, the Maintenance contractor shall provide 24 hour notice wherever possible. Repeated changes in schedule without prior notification to the field inspector, which require multiple site inspections for the same location, will result in a $50.00 deduction for each location inspected. The Authorized City Parish Representative shall have the final determination and the penalty will be deducted at the end of the month from each location's per cut price.

SECTION 6. METHODS OF OPERATION:

A. Prior to beginning operations, a conference between representatives of the Department, the Maintenance contractor, and Local Law Enforcement shall be arranged by the Authorized City-Parish Representative in accordance with Article VI, 6.2 below.

B. The maintenance contractor shall submit to the Authorized City Parish Representative a list of supervisors who have authority and control over work crews and who will be present with each crew while work is performed. These supervisors shall be so identified to the Authorized City-Parish Representative and shall have authority to order equipment operators to correct deficient work or to stop mowing operations should unsafe conditions be encountered or if ordered by the Authorized City Parish Representative to do so. All of Maintenance contractor's supervisors shall be equipped with mobile telephones, and the Maintenance contractor shall provide the Authorized City-Parish Representative with all the supervisors' mobile phone numbers.

C. Mowing shall not be permitted when, in the opinion of the Authorized City-Parish Representative, soil and weather conditions are such that right of way property will be damaged. However, the Maintenance contractor will be required to provide specialized equipment such as boom or slope mowers to mow areas not accessible to standard mowing equipment. Maintenance contractors must use caution to assure that mud is not tracked onto the road surface.

D. The Maintenance contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, delineators or other road appurtenances that are part of the facility. Hand trimming to remove vegetation around such objects shall be required of the Maintenance contractor.

E. Contractor shall not prune, trim or use any type of chemical on trees or other ornamental plant material in the right-of way that are part of Baton Rouge Green's "Living Roadways Program" without the written consent of the Authorized City Parish Representative or Baton Rouge Green Project Manager.

SECTION 7. MOWING:

Mowing shall be performed in accordance with requirements specified in all provisions and specifications herein. For purposes of mowing, all references to acres are approximate and no pay adjustment due to acreage variation shall be considered. The number of cuts required may vary due to weather or other conditions. Payment shall be made based on the per cut prices provided with the bid.

Medians: Are defined as grass or paved areas in between the outside roadway edges, generally located in the center of the roadway. This includes concrete medians at the end of grass sections and also includes all triangular or oddly shaped medians used to separate turn lanes or other lanes used to merge onto the roadway.

Right-of Way: As defined below, all mowable areas within the right of way, extending from right of way line to right of way line or tree line to tree line or fence line to fence line as applicable. Any overhanging branches, vegetation or trees, up to two (2) inch caliper, which may hinder or prohibit mowing to the tree line or right-of-way line shall be removed or cut back to the tree line or right-of-way line by the Maintenance contractor at no direct pay.

Mowable areas are defined as all of the grassed or vegetative areas of the right of way, extending from right of way line to right of way line or tree line to tree line or fence line to fence line as applicable, including, but not limited to, banks of natural waterways, swale ditches, V ditches, ditch bottoms, and slopes. Mowable areas

include, but are not limited to, areas under bridges, around guard rails, sign posts, delineators, culvert ends, trees, shrubs, plants, culvert head walls, bridge abutments, bridge or
overpass columns and pilings, paved or raised gore areas, paved or raised medians, along curbs fences, service swale ditches, V ditches and slopes, or other facilities. These areas may not be accessible to
standard mowing equipment and may require hand trimming or specialized mowing equipment such as boom or side mount mowers.

Mowable vegetation is defined as any tree, vegetation, brush, etc. which is two inches (2") or less in diameter, measured five inches (5") above the ground.

Catch basins: The Maintenance contractor shall perform the mowing operation in such manner to prevent the buildup of debris such as grass clippings on catch basins. Should the mowing operation deposit grass clippings on catch basins, the Maintenance contractor shall be required to remove such from the entrance to the catch basin by hand or other methods.

Equipment: The Maintenance contractor shall have in operation at all times, sufficient equipment of the type required to perform the work within the time specified.

Mowers shall be adjusted for a cutting height of two to three inches (2-3"). The Maintenance contractor shall be closely monitored by the Authorized City Parish Representative to ensure mowing is at the required cutting height. When mowing and litter and trash collection are performed concurrently, litter and trash collection shall precede each mowing and collection of any material made visible by mowing shall follow each cut. The Maintenance contractor shall only work during safe daylight hours.

Intersections: Grass areas at intersection shall be cut back at a 45 degree angle wherever the roadway intersects with a cross street or at the end of the roadway. This requirement is to allow for the mowing and trimming around traffic signs, signal poles etc. (Attachment No. 9). The width of the right-of way and signage location will determine how far back the 45 degree angle at each intersection needs to be cut.

The Maintenance contractor shall hand trim around all fixed objects including, but not limited to, curbs, sidewalks, parking areas, turf edges guard rails, sign posts, delineators, culvert ends, trees, shrubs, plants, culvert head walls, bridge abutments, bridge or overpass columns and pilings, paved or
raised gore areas, paved or raised medians, paved shoulders, fences, ditches and slopes, or other facilities. Trimming shall be performed within 24 hours of mowing and must be performed at each site
visit. Edging along curbs and sidewalks shall be such that a clean, sharp line at a minimum depth of one (1) inch shall remain after completion of work in order to retard the continued growth of grass. Repeated failure to trim or edge curbs and sidewalks at each scheduled service will result in a 50 percent reduction in total payment for that site. The City Parish Authorized Representative shall have the final determination and the amount will be deducted at the end of the month from the location per-cut price.
Edging around areas where existing curbs are broken, missing or cannot be exposed due to numerous roadway asphalt coarses, or edging along broken or damaged sidewalks will be inspected on a case by case basis. The City-Parish Authorized Representative shall have the final determination concerning acceptable methods to address these areas.

ZTR type mowers, set at a two to three inch (2-3") cutting height are required for all medians and right-of – way up to 15ft. from the edge of the roadway shoulder. If the slope of an existing ditch bank, drainage swale or canal begins within the specified 15ft and cannot be cut with a ZTR type mower, the contractor is required to weed-eat slope wherever possible within the 15ft width or to cut with a slope mower to a height of not more than a two to three inches (2-3").

Failure of the Maintenance contractor to mow areas which are wet or have standing water which are accessible to specialized mowing equipment, without prior approval of the Authorized City Parish Representative, will result in assessment of stipulated damages, placement of the maintenance contractor in default, or withholding up to fifty percent (50%) of any amounts due the Maintenance contractor until completion of the work in a manner satisfactory to the Authorized City Parish Representative.

Except as otherwise provided in these specifications, spraying of herbicide around either tress, or to control general vegetation in or near mowable areas, shall not be allowed. Weeds in cracks and joints in all paved surfaces including streets, parking areas and walkways shall be removed by spraying and weed-eated to the ground after the manufacturers recommended time period. The use of herbicides may be permitted for weed control in landscaped bed areas or to control weeds in paved areas only. Any vegetation treated with herbicide, pursuant to Department of Maintenance approval, shall be removed by hand or mechanical means to ground level after the manufacturer's suggested time period to affect plant growth has elapsed.

The Maintenance contractor must present to the City-Parish proof that the personnel applying herbicide have met all training and certification requirements of the Department of Agriculture and shall keep on file for inspection all required documentation and records, as required by law or regulation. The Maintenance contractor shall provide evidence of liability coverage against claims that may arise as a result of the use of herbicides.

SECTION 8. LITTER AND TRASH COLLECTION:

The area to be cleaned shall include all grassed areas, ditches, paved roadside shoulders, paved areas adjacent to median, fences and areas on and under overhead bridges. Litter and trash collected and piled or bagged on the roadside shall be removed by the Maintenance contractor from the right-of-way by close of business on the same work day. Bagged litter and trash shall not be placed in travel lanes or on paved shoulders. Litter and debris is defined as all loose debris or rubbish, including, but not limited to, paper, cardboard, glass, empty containers, tires, treads, fallen trees and shrubs, and loose wood and concrete, etc., found within the right-of-way, that is not a component part of the facility or its attachments or appurtenances.

Maintenance contractor is required to pick up all litter in the median, including litter at the base of the curb and in turn lanes. Grass clippings, leaves and cigarette butts shall not be left at the base of the curb. Maintenance contractor shall not blow or otherwise direct grass clippings or trimmings into roadways, parking lots, or other vehicular use areas. All litter, trash and debris shall be collected prior to mowing, so as to avoid cutting and/or spreading such matter. Contractor is required to immediately pick up any litter that is cut up during mowing.

Maintenance contractor is responsible for general site clean-up after storms but will not be responsible damages and debris pick-up caused by hurricanes or other natural disasters.

SECTION 9. SHRUB BEDS, TREES AND LANDSCAPED AREAS:

Shrub beds shall be cleared of all accumulated litter and trash and the Contractor shall remove all weeds, including roots. Contractor is required to mulch shrub beds during the low maintenance with shredded hardwood at a two (2) inch depth. Mulch is to be included in the bid and must be approved by the City-Parish Landscape Architect prior to installation. Mulching of existing trees is not required, unless specified.

All shrub beds shall be treated, after weeding, with an approved granular pre-emerged herbicide at an appropriate rate to insure the effective reduction of return weed growth. The herbicide used must be approved by the City-Parish Landscape Architect. Landscaped areas including shrubs and ground covers shall be

fertilized once annually in the spring with an approved time release granular fertilizer like Osmocote or an approved equal. Fertilization of trees is not required.

The Contractor shall prune shrubs once annually in the spring or directed by the City-Parish Landscape Architect to remove damaged or unsightly growth and to maintain desired form.

Trees that fall within the median or ROW up to 4 inch (4") caliper and tree limbs up to 4 inches (4") caliper are the responsibility of the contractor to remove. Limbs and debris are to be picked up as part of the scheduled service and shall not be piled up underneath trees or elsewhere to be removed at a later date. Maintenance contractor is required to prune limbs that interfere with mowing operations up to four (4) inch caliper.

SECTION 10. IRRIGATION SYSTEMS:

Maintenance of irrigation systems that are currently operational or installed during the contract term. Spring start-up with audit and management throughout the peak season including Fall shut-down and winterization. Repair and replace damaged irrigation heads or nozzles as needed. Any irrigation components damaged by the Maintenance contractor shall be repaired at no additional cost. Repair of broken main lines, station lines, valves, vacuum breakers or timers are not included unless damaged by the Maintenance contractor.

SECTION 11. SIGNING AND TRAFFIC CONTROL:

An approved Traffic Control Plan is included in the Proposal for informational purposes only. This plan in no way replaces or relieves the Maintenance contractor from total compliance with the Manual on Uniform Traffic Control Devices and the DOTD Maintenance Traffic Control Handbook. Signs, sign stands, and safety flags, as shown on the plans, and as may be required to protect the traveling public, shall be furnished by the Maintenance contractor. All work must be performed within the work zone protected by the required signs. The Maintenance contractor shall be responsible for the maintenance, repairs and/or replacement of all signs, sign stands, and safety flags which become defective, or as may be required by the Authorized City-Parish Representative. Signs shall be kept clean and legible at all times. Any other safety materials or devices necessary to perform the work in the Contract in a safe and orderly manner shall be furnished by the Maintenance contractor. Failure of the Maintenance contractor to replace defective safety devices and signs or to conduct his operation in a safe and orderly manner may result in all work being stopped by the Authorized City Parish Representative until remedial action is taken by the Maintenance contractor.

SECTION 12. SAFETY REQUIREMENTS:

The importance of safety in the performance of maintenance mowing activities cannot be overemphasized. To that end, the Maintenance contractor shall conduct his operation in a manner such that the safety and convenience of the public is regarded as of prime importance. All equipment and traffic control devices shall be in accordance with the DOTD Manual on Uniform Traffic Control Devices, the DOTD Maintenance Traffic Control Handbook, and these specifications. The City-Parish reserves the right to stop the Maintenance contractor from working or to order any piece of equipment taken off the project, should it be determined that minimum safety standards are not being met. The following specific safety considerations shall be observed at all times:

A. All equipment shall be inspected by the Authorized City-Parish Representative prior to being placed in service and during the period of service, at his discretion, to insure safety equipment is in place and properly functioning. Should the Maintenance contractor's equipment become deficient in safety devices during prosecution of the work, such equipment shall be removed from service until the deficiency is corrected to the satisfaction of the Authorized City Parish Representative.

B. Mowers shall have complete and adequate shielding to prevent flying debris from the cutter blades per OSHA requirements 29 CFR 1910 et seq., including 29 CFR Part 1928.57 regarding guarding of farm field equipment. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower. Chains shall be a minimum of three eighths inches (3/8") in size and links spaced side by side around the mower's front and sides and long enough to drag the ground at all times during mowing operations. On the rear of the mower, the length of the chains shall be as directed by the Authorized City-Parish Representative.

C. Workmen employed shall wear orange or lime green clothing of high visibility such as a vest, shirt, or jacket and cap or hard hat when performing litter pickup and trimming operations or at any other time they are located within the right of way.

D. The Maintenance contractor shall install amber flashing lights on all vehicles and equipment used in performance of the work. These lights shall be used only during performance of the work and shall not be used when traveling to and from the work site.

E. Tractors shall be equipped with two (2) fender-mounted amber flashing lights, two (2) red flags mounted on each side of the ROPS (Rollover Protection Structure) cage, one (1) plainly visible, rear-mounted slow moving vehicle emblem, and working headlights.

F. Equipment shall not be left unattended within forty-two feet (42') of any travel lane during non-working hours. Under no circumstances shall mowers be parked or stored on medians less than one hundred feet (100') in width. Inoperable or broken equipment not promptly prepared shall be moved to a location where it will not present a hazard for traffic.

G. When mowing immediately adjacent to travel lanes, mowers shall operate such that any discharge from the mowers shall be directed away from the travel lanes.

H. When boom-type or slope mowers are operated on the shoulder, a flagger shall be stationed to warn motorist and assist the operator. Warning signs shall be placed at least one thousand feet (1000') in advance of the mowing operation.

I. When it is necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

J. When necessary for mowing machines to cross travel lanes, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel lanes and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

K. No supply vehicle shall enter the median without the required warning lights functioning, and then only as necessary to repair or remove inoperable equipment.

Safety Training:

The Maintenance contractor's supervisory personnel shall be trained in work zone traffic control, basic flagging and safe mowing operations. At least one supervisor trained in safety shall be present at all times while work is being performed.

Flagging Procedures:

The following methods of signaling with a flag should be used:

1. TO STOP TRAFFIC: The flagman shall face traffic and extend the flag horizontally across the traffic lane in a stationary position so that the full area of the flag is visible hanging below the staff. For greater emphasis, the free arm may be raised with the palm toward approaching traffic.

2. WHEN IT IS SAFE FOR TRAFFIC TO PROCEED: The flagman shall stand parallel to the traffic movement, and with flag and arm lowered from view of the driver, motion traffic ahead with his free arm. Flags shall not be used to signal traffic to proceed.

3. WHERE IT IS DESIRED TO ALERT OR SLOW TRAFFIC: By means of flagging, the flagman shall face traffic and wave the flag in a sweeping motion of the arm across the front of the body without raising the arm above a horizontal position. If a sign paddle is used, it shall be held in a stationary position with the arm extended horizontally away from the body. The use of the flag and sign paddle is to be as illustrated elsewhere herein. Lights approved by the appropriate highway authority or reflectorized sign paddles or reflectorized flags shall be used to flag traffic at night. Daytime flagging procedures shall be followed whenever such lights, paddles, or flags are used at night. Whenever practicable, the flagman should advise the motorist of the reason for the delay and

the approximate time period that traffic will be halted. Flagmen and operators of machinery or trucks shall be made to understand that every reasonable effort must be made to allow the driving public the right of way and prevent excessive delays.

SECTION 13. WORK PROSECUTION:

The Maintenance contractor shall employ sufficient workmen and equipment on the project as will enable him to complete the work in a satisfactory manner. The Maintenance contractor shall notify the Authorized City Parish Representatives prior to beginning work and shall submit to the Authorized City Parish Representative a daily work report in accordance with Section 14. Daily Record Keeping.

SECTION 14. DAILY RECORD KEEPING:

In addition to providing a monthly schedule in advance, the Maintenance contractor shall also keep a daily record of work accomplishment. City-Parish will supply the forms for the maintenance contractor's use. The Maintenance contractor shall submit a report for each day that work is performed. With more than 170 miles of roadway under contract, spread out throughout the East Baton Rouge Parish, it is imperative that these daily reports be submitted to the City Parish Field Inspector so inspection routes for each day can be planned.

This report must be forwarded via email to the Authorized City Parish Representative at the end of each work day or by no later than 7AM the following morning.

The site location, weekday, and date shall appear on each report. The report shall be completed as follows:

1. List of sites that were on the schedule but not started.
2. List of sites completed and ready for inspection.
2. List of sites scheduled for the current day.
3. Cubic yards or bags of litter collected per site.

SECTION 15. PAYMENT:

All work performed shall be paid at the per-cut prices for each location, which shall be full compensation for furnishing all labor, equipment, materials and incidentals necessary to complete the work. The Maintenance contractor shall submit monthly invoices with the site group information, location where work was performed, dates of service and per-cut price. The Maintenance contractor shall accept the compensation in full payment for (1) furnishing all materials, supplies, labor, tools, and equipment necessary to complete the work under the Contract; (2) any loss or damage which may arise from the nature of the work, from the action of the elements or from any unforeseen difficulties which may be encountered during prosecution of the work until final acceptance by the Authorized City Parish Representative; (3) all risks of every description connected with the prosecution of the work; (4) all expenses and damages which might accrue to the Maintenance contractor by reason of delay in the initiation and prosecution of the work for any cause whatsoever; (5) any site or home office overhead and profit; (6) any infringement of patent, trademark or copyright; and/or (7) for not completing the work according to the specifications...Furthermore, Contractor expressly releases and acquits City Parish, its agents, employees, and assigns from any liability for damage or injury that arises from interaction with, or the condition of, roadways, structures, roadway appurtenances, drainage structures, catch basins, fences, or any other constructs, or vegetation, except where there is conclusive evidence that any damage or injury is due to the City Parish's negligence.

The payment of any current or partial estimate SHALL IN NO WAY affect the obligation of the Maintenance contractor to correct any deficient part of the work at his own cost and to be responsible
for all damages due to any such deficiency.

Partial payment may be made when unforeseen or unavoidable circumstances, in the opinion and at the sole discretion of the Authorized City Parish Representative, render a complete cycle impracticable. In cases where only a portion of a directed cycle of work is completed, payment for the satisfactorily completed work shall be calculated by deriving the per acre unit price (dividing the per cycle unit bid price by the total estimated acres in a tract) and multiplying that dollar amount by the acres determined to be satisfactorily completed.

Article I. Definitions of Terms: Wherever in these specifications or in other Contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:
1.1 Authorized City Parish Representative: The City-Parish employee assigned to the project.

1.2 Bid: The binding offer of a responsible bidder that was submitted to the Department on the bid forms in accordance with the bidding documents.

1.3 Bid Forms: The portion of the bidding documents, required to be submitted, in accordance with the bidding documents, in order to constitute a bid.

1.4 Bidder: An individual, firm or corporation or any combination thereof submitting a proposal.

1.5 Calendar Day: Every day shown on the calendar, beginning and ending at midnight.

1.6 Certificate of Insurance: Approved document from a company licensed to sell insurance in Louisiana which attests that a policy is in effect providing the required insurance coverage.

1.7 Change Order (Plan Change): The standard form normally used to describe and detail changes to the contract. When approved and fully executed, the document becomes a part of the contract.

1.8 Contract: The written agreement between the Department and the Maintenance contractor covering the furnishing of materials and performance of the work.

1.9 Contractor: The individual, partnership, corporation, joint venture, other legal entity, or acceptable combination thereof, that is awarded a contract

1.10 Controlled Access Highway: Any highway to or from which access is denied or controlled from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

1.11 Control of Access: Where the right of owners or occupants of abutting land or other persons to access, light, air, or view in connection with a highway is controlled by public authority.
Full Control: Preference is given to through traffic by providing access connections with selected public roads only and by prohibiting crossings at grade or direct private driveway connections.
Partial Control: Preference is given to through traffic to a degree that, in addition to access connections with selected public roads, there may be some crossings at grade and some private driveway connections.

1.12 Department: City Parish- Department of Maintenance

1.13 Disqualified: Contractor's or Bidder's status during the time period in which the Department will not accept its Bids or approve it as a subcontractor.

1.14 Engineer: The Chief Engineer/Assistant Secretary of Operations for the Department or authorized representatives.

1.15 Incidental Work: Work required by the contract that is not directly measured and for which no specific pay item is provided, including all ancillary work necessary to satisfactorily complete all pay items.

1.16 Maintenance contractor: The individual, partnership, firm or corporation or any combination thereof, with whom the Contract is made by the Department.

1.17 Maintenance Proposal: Document furnished to prospective bidders by the Department consisting of, but not limited to, the notice to contractors, special provisions, supplemental specifications, plans, and bid forms.

1.18 Manual on Uniform Traffic Control Devices (MUTCD): The manual adopted by the Department to describe the uniform system of traffic control devices used on state highways.
1.19 Notice of Contract Execution: The notice from the Department that the contract has been fully executed. Once fully executed, the contract is binding.

1.20 Notice to Proceed: Written notice to the contractor to proceed with the contract work which will stipulate the dates that work shall commence and contract time shall begin.

1.21 Pay Item: A specific portion of work for which a price is provided in the contract.

1.22 Payment/Performance/Retainage Bond: The approved form of security, executed by the Maintenance contractor and Surety, guaranteeing complete execution of the Contract and supplemental agreements thereto, and payment of all legal debts, including liens and monies due the Department, pertaining to the Contract.

1.23 Plan Change and/or Special Agreement: The title of the standard form normally used to describe and detail changes to the Contract. The document will establish reasons for the changes, specification

requirements, method of measurement, basis of payment and Contract time adjustments for the work affected by the changes. When approved and fully executed, the document becomes part of the Contract and a notice to proceed with the affected work.

1.24 Proposal: The offer of the bidder, made out on the prescribed form, giving unit prices for performing the work described in the plans and specifications.

1.25 Proposal/Bid Guaranty: The security designated in the proposal and furnished by the bidder as a guaranty that the bidder will enter into a Contract if awarded the work. The only form of security acceptable is a Bid Bond.

1.26 Right Of Way: Land, property, or interest therein, acquired for or devoted to transportation purposes.

1.27 Specifications: The directions, provisions and requirements contained herein or in special specifications, supplemented by such special provisions as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. Where the phrases "or directed by the Authorized City Parish Representative ", "ordered by the Authorized City Parish Representative " or "to the satisfaction of the Authorized City Parish Representative " occur, it is to be understood that the directions, orders or instructions to which they relate are within the limitations of, and authorized by the Contract.

1.28 State: The State of Louisiana.

1.29 Storm Drain: A fully contained and connected set of drainage structures, which capture the rain water runoff from our transportation system.

1.30 Structures: Bridges, tunnels, culverts, catch basins, junction boxes, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains and other similar features encountered in the work.

1.31 Subcontractor: An individual, partnership, corporation or other business entity to which the prime Maintenance contractor sublets, or proposes to sublet, any portion of a Contract.

1.32 Superintendent: The contractor's authorized representative in responsible charge of the work.

1.33 Surety: The corporate body or bodies bound with and for the Maintenance contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and materials supplied in the prosecution of the work.

1.34 Through and Local Traffic:

1. Through Traffic: Traffic that has neither its origin nor destination within the limits of the project.
2. Local Traffic: Traffic that has its origin or destination, or both, within the limits of the project.

1.35 Traffic/Travel Lane: The portion of traveled way for movement of a single lane of vehicles.

1.36 Traveled Way: The portion of roadway for movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.37 The Work: The work shall include the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the activity and the carrying out of all the duties and obligations imposed by the Contract.

Article II. Award and Execution of the Contract:

The number of cuts listed in the schedule of items is the maximum number of cuts for one calendar year. These amounts are shown for the comparison of bids to determine the lowest bid and do not reflect a guaranteed number of cuts to be performed for the calendar year or duration of the Contract. Until the award of the Contract is made, The Department reserves the right to reject any or all proposals and to waive such technicalities as may be considered in the best interest of the City of Baton Rouge.

Article III. Scope of Work:

3.1 Increases and Decreases in Quantity of Work: The Authorized City Parish Representative shall have the right to increase or decrease the quantities of the work, as may be considered necessary or desirable, and such increases or decreases shall not be considered as a waiver of any condition of the Contract, nor shall they invalidate any of the provisions thereof. The Maintenance contractor shall perform the work as increased or decreased. Payment to the maintenance contractor for Contract items shall be made for the actual quantities of work performed at the per-cut unit prices provided in the Schedule of Bid Items.

Article IV. Control of the Work:

4.1 Authority of Authorized City Parish Representative: The work will be observed, inspected by the Authorized City Parish Representative, and performed to his satisfaction in accordance with the Contract and Specifications. The Authorized City Parish Representative will decide all questions which may arise as to the quality or acceptability of the work performed, the manner of performance, rate of progress, interpretation of the Specifications, and the acceptable fulfillment of the Contract on the part of the Maintenance contractor.

His decisions will be final, and he will have executive authority to enforce and make effective his decisions and orders that the Maintenance contractor fails to carry out promptly.

Article V. Legal Regulations and Responsibilities to the Public:

5.1 Laws to be Observed: The Maintenance contractor shall keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. He shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and shall indemnify The City-Parish and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by himself or his employees. It is specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by the law. Any litigation arising under or related to the Contract or the bidding or award thereof shall be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

5.2 Permits, Licenses, and Taxes: The Maintenance contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work. Contractor must have the following licenses; LOUISIANA STATE LICENSE IN: BUILDING CONSTRUCTION OR HIGHWAY, STREET, AND BRIDGE CONSTRUCTION OR MUNICIPAL AND PUBLIC WORKS CONSTRUCTION, WITH A SUBCLASSIFICATION SPECIALTY FOR LANDSCAPE GRADING AND BEAUTIFICATION. ADDITIONALLY, THE CONTRACTOR MUST HAVE THE FOLLOWING LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY LICENSES: ARBORIST LICENSE, LANDSCAPE HORTICULURALIST LICENSE, GROUND APPLICATOR OWNER - OPERATOR LICENSE AND EMPLOY AT LEAST ONE COMMERCIAL PESTICIDE APPICATOR WITH CERTIFICATION IN-CATEGORY (3) ORNAMENTAL AND PEST CONTROL OR, CATEGORY (6) RIGHT-OF-WAY PEST CONTROL. Except, as otherwise provided in the Contract, these provisions for securing permits, licenses, and taxes shall not be paid for directly, but shall be considered as subsidiary work pertaining to the various bid items of this Contract.

5.3 Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise provided herein, all portions of the highway shall be kept open to traffic. The Maintenance contractor shall coordinate all work with the Authorized City Parish Representative and shall place warning signs in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and the DOTD Maintenance Traffic Control Handbook. If at any time during prosecution of the work the traffic control does not accomplish the intended purpose, due to weather or other conditions affecting the safe handling of traffic, the Maintenance contractor shall immediately make necessary changes therein to correct the unsatisfactory condition(s). The Maintenance contractor shall confine all operations to daylight hours, with no work performed on Sundays or State observed holidays, unless otherwise authorized by the Authorized City Parish Representative. Equipment shall not be left within forty-two (42) feet of any travel lane during nonworking hours. Disabled or broken equipment shall be moved to a location where it will not cause a hazard for traffic. In no case shall disabled or broken equipment be left unattended within forty-two (42) feet of the travel lane.

Except as otherwise provided in the Contract, these provisions for directing traffic shall not be paid for directly but shall be considered as subsidiary work pertaining to the various bid items of this Contract.

5.4 Protection of Property: The Maintenance Contractor shall take all necessary precautions to protect all property from being damaged by any process of the maintenance operation. In the event of any damage resulting from any act or omission on the part of or on behalf of the Maintenance Contractor, the Maintenance Contractor shall immediately notify the City-Parish as to the extent and location of said damage.

Damage repairs deemed by the Department to be within the capability of the Maintenance Contractor, including but not limited to restoration of fore slopes, back slopes, ditches, rutting, erosion, fences, etc., shall be restored by the contractor with his own organization or by an approved third party at his expense to a condition similar or equal to that existing before such damage was done or he shall make good such damage in a manner acceptable to the City-Parish.

Damage repairs deemed by the City-Parish to be beyond the capability of the Maintenance Contractor, including but not limited to repair of guard rail, cable barrier, impact attenuators, signs, delineators, structures, etc., will repaired by City-Parish Forces or under City-Parish Maintenance Contract.

All expenses incurred by the City-Parish for repair work, whether by its own forces or by a third party, shall be deducted from a payment/estimate due the Maintenance Contractor or the Maintenance Contractor shall be charged and invoiced for any such amounts with payment due upon receipt, all at the discretion of the City-

Parish. The contractor and its surety shall be solidarily liable to the City-Parish for all such City-Parish expense, whether or not such expense is in excess of any amount due the contractor under the contract.

5.5 Right to Audit: The City-Parish shall have the right to audit the books and records of the Maintenance contractor during the hours of the normal workday. Contractor shall maintain his financial records for this work for three years after completion of this contract.

5.6 Personal Liability of Public Officials: In carrying out the provisions of the Contract, or in exercising any power or authority granted thereunder, there shall be no liability upon the City Parish, or their authorized representatives, either personally or otherwise, as they are agents and representatives of The City-Parish.
5.7 Contract Dollar Amount: Expenditures for work which Maintenance contractor claims extends beyond the terms of the Contract shall not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

Article VI. Prosecution and Progress:

6.1 Subletting or Assigning of Contract: The Maintenance contractor shall not be permitted to sub contract, sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title, or interest therein, without the prior written approval of the Authorized City Parish Representative. No sub contract will, in any case, relieve the Maintenance contractor of his responsibility under the Contract and bond. The Maintenance contractor shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than fifty percent (50%) of the value of all work embraced in the Contract. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the Maintenance contractor of any responsibility for the fulfillment of the Contract.

6.2 Prosecution of Work: Prior to beginning operations, a conference between the Maintenance contractor's representative and the City-Parish shall be arranged by the City-Parish. In this meeting, the Maintenance contractor shall briefly outline his proposed procedure for performing the prescribed work activity, sequence of work to be followed, estimated progress schedule and shall give his plans for performing the work while providing for safe traffic control at all times. Plans, specifications, unusual conditions, methods for marking non mow areas, and other pertinent items regarding the work shall also be discussed. The City-Parish shall determine all non-mow and vegetative management areas.

6.3 Workmen and Equipment: Any person employed by the Maintenance contractor or a subcontractor who, in the opinion of the Authorized City Parish Representative, does not perform required work in a
proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, shall at the written request of the Authorized City Parish Representative.

6.4 Temporary Suspension of Work: The Authorized City Parish Representative shall have authority to suspend the work, wholly or in part, for such period as he may consider necessary, and the "Time Charge" shall be suspended during such period. Notice of such suspension with the reason therefore shall be given the Maintenance contractor in writing. The Maintenance contractor shall not suspend work without written authority of the Authorized City Parish Representative.

6.5 Default:

1. The Authorized City-Parish Representative shall give written notice to the Maintenance contractor that the Maintenance contractor is in default if he:

(a) Fails to begin the work within the time specified in the "Notice to Proceed;" or

(b) Fails to perform the work with sufficient workmen, equipment, or materials to assure prompt completion of said work within the time specified; or

(c) Performs the work unsuitably or neglects or refuses to remove materials or correct rejected work; or

(d) Discontinues prosecution of the work; or

(e) Fails to complete a site; or

(f) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(g) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
(h) Allows any final judgment to stand against him unsatisfied for a period of fourteen (14) days; or

(i) Fails to carry on the work in an acceptable manner; or

(j) Fails to maintain the required insurance.

6.6 Disqualification: A Maintenance contractor may be disqualified from bidding on, entering into, and/or participating as a subcontractor under a maintenance Contract, for the following reasons:

1. Performing a maintenance Contract in an unsatisfactory manner by:

a. Failing to begin work within the specified time; or

b. Failing to perform the work with sufficient workmen, equipment, and/or materials to ensure completion of the work within the specified time; or

c. Neglecting or refusing to remove materials, debris, or trash or to correct work rejected by the City-Parish as being deficient or not meeting specifications; or

d. Discontinuing prosecution of the work without the express approval of the City-Parish t; or

e. Committing any act of insolvency, including seeking protection or being declared bankrupt under federal law; or

f. Assigning any interest in a maintenance Contract for any purpose, or subletting any work under that Contract without the express written approval by the City-Parish; or

g. Failing for any other reason to perform the work in an acceptable and workmanlike manner.

3. Being declared in default on a Contract.

6.7 Termination: The City-Parish may, by written notice, terminate the contract or any portion thereof when, for reasons beyond either the City-Parish's or contractor's control, the contractor is prevented from proceeding or completing the work as originally contracted, or when termination would be in the public interest. Such reasons for termination may include, but will not be limited to:

1. Executive orders of the President relating to prosecution of war or national defense,
2. National emergency which creates a serious shortage of materials,
3. Orders from duly constituted authorities relating to energy conservation and
4. Restraining orders or injunctions obtained by third party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the contractor.

When a contract, or a portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the number of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Termination for Convenience: The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

INQUIRIES PERIOD AND MANDATORY PRE-BID CONFERENCE

INQUIRY

An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid document and to submit any written questions relative thereto. *Without exception,* all questions MUST be in writing and received by the close of business on the Inquiry Deadline date, which is October 17, 2016. Initial inquiries shall not be entertained thereafter. Inquiries are to be directed as follows:

Hand Delivered or by Courier
Arielle Williams, Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826 Baton Rouge, LA 70802
By fax: (225)389-4841

Deliver by United States Postal Services
Arielle Williams, Purchasing Analyst
City-Parish Purchasing Department
P.O. Box 1471 Baton Rouge, LA 70821

By email: apwilliams@brgov.com

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish addendum responses to the inquiries received during the initial inquiry period and during the Mandatory Pre-bid Conference and Site Visit. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued or posted to the Office of State Purchasing LaPAC website at http://wwwprd.doa.louisiana.gov/osp/lapac/deptbids.asp or to the City Parish Purchasing on-line bidding site, Bid Express at www.bidexprcss.com). If necessary, another addendum will be issued to address the final questions received. Thereafter, all bid documents, including but not limited to the specifications, terms. conditions, plans, etc., will stand as written and or amended by any addendum issued as a result of the final inquiry period.

MANDATORY PRE-BID CONFERENCE

A MANDATORY PRE-BID CONFERENCE IS SCHEDULED ON OCTOBER 5, 2016 AT 9:00 A.M. IN ROOM 806 (8™ FLOOR OF **CITY HALL),** CITY OF BATON ROUGE PURCHASING DIVISION LOCATED AT 222 ST. LOUIS STREET. BATON ROUGE. LA 70802. ONLY THOSE FIRMS WHO PARTICIPATE IN THIS CONFERENCE ARE ELIGIBLE TO RECEIVE AN AWARD ON THIS PROJECT.

BIDDERS WILL BE REQUIRED TO SIGN THE SIGN IN SHEET AT THE MEETING AS PROOF OF ATTENDENCE.

The following page must be completed by bidder to show employees, experience and equipment

KEY EMPLOYEES NAME AND EXPERIENCE

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

EQUIPMENT LIST

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

The State of Louisiana requires certification to purchase and apply *any* Restricted Use Pesticide, and certification and a license are required to apply *any* pesticide for a fee. Each lawn care/landscape/plant maintenance company that applies any pesticide is required to possess a current Ground Owner Operator License and employ at least one Commercial Pesticide Applicator with certification in Category 3 (Ornamental and Turf Pest Control). Additional employees may apply pesticides under the supervision of one or more certified Commercial Pesticide Applicators. Bidder should include a copy of certification and licenses with bid.

Prospective vendors must have not less than five years of continuous experience providing services outlined in the bid for at least 5 governmental or non-governmental entities of at least the same size and level of complexity as the scope of services outline in this bid. List of all entities should be identified below:

Name of Entity	Years of Service	Entity Contact Person Name	Contact Person Telephone Number

Non-Performance

If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the county may authorize in writing), after receipt of notice from the City specifying such failure; or

Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

_____

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____

receiving value for services rendered in connection with the

A16-0799 Landscape Maintenance of Boulevards and Right of Way

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

_____
Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this ____ day of _____ 20 _____.
Baton Rouge, Louisiana.

_____
NOTARY PUBLIC

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the _____ day of ____, 20__, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and_____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title_____ Contract Period_____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:

   A. Bid Documents complete with terms and conditions
   B. The Contractor's Proposal with all attachments.
   C. The Specifications
   D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

WITNESS:

_____

By_____
Melvin L. "Kip" Holden, Mayor-President

WITNESS:

Contractor

_____

By_____

_____
(Typed Name and Title)

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of_____a corporation organized under the laws of the State of_____and domiciled in_____ was held this day of_____, 20 _____and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that_____is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

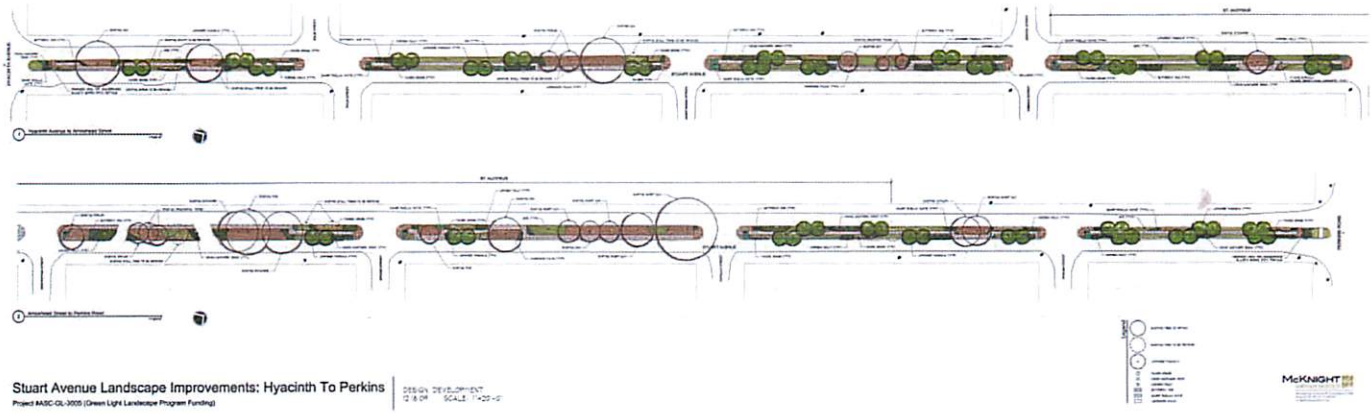
I, hereby certify that I am the Secretary of_____,
a corporation created under the laws of the State of_____ domiciled in_____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the_____ day of_____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This_____ day of _____, 20____.

_____

SECRETARY

ANNUAL CONTRACT
BOULEVARD AND RIGHT-OF-WAY MAINTENANCE
STUART AVENUE MEDIAN
"ATTACHMENT 1"



Stuart Avenue- Perkins Rd to Hyacinth

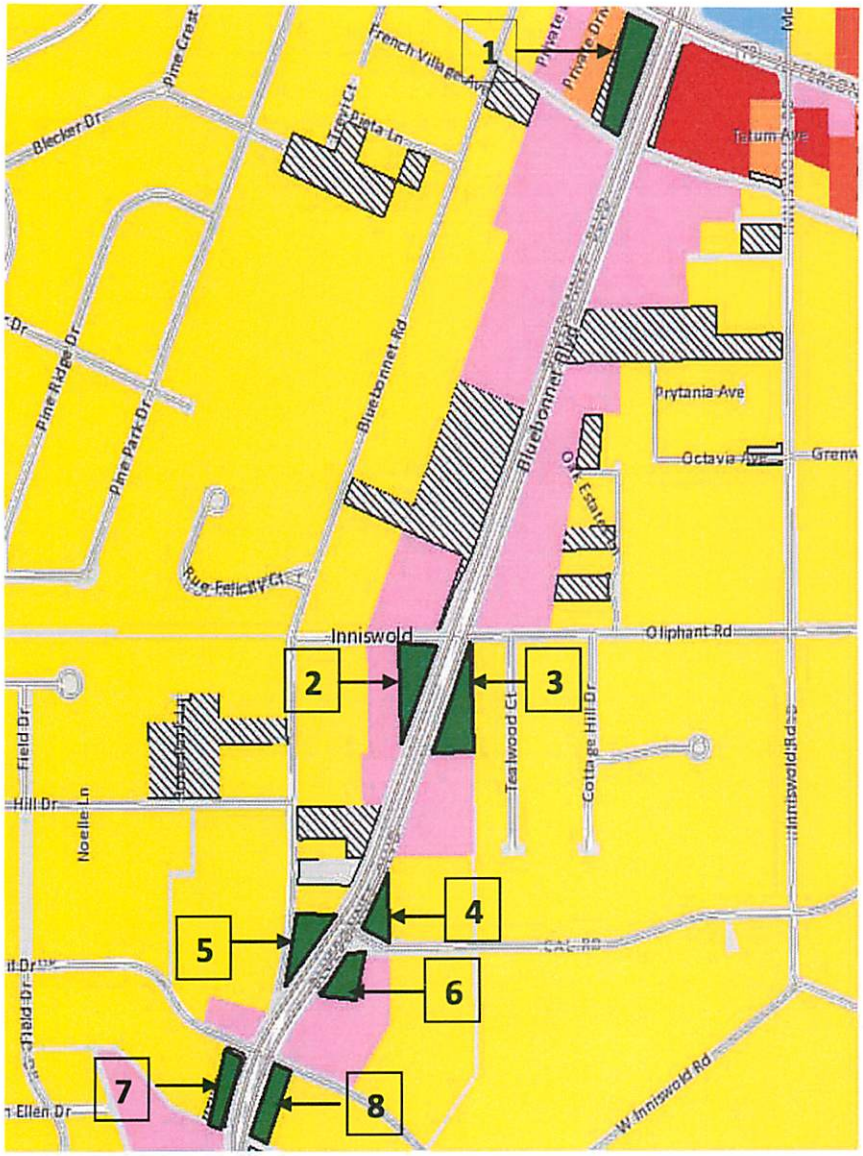
ADDITIONAL REQUIREMENTS FOR THIS LOCATION INCLUDE: MULCHING BEDS ONCE ANNUALLY DURING THE LOW MAINTENANCE SEASON WITH SHREDDED HARDWOOD MULCH. FERTILIZATION IN THE SPRING AND ADDITIONAL PRUNING THROUGHOUT THE YEAR AS NEEDED AT THE DIRECTION OF THE CITY PARISH LANDSCAPE ARCHITECT.

ANNUAL CONTRACT

BOULEVARD AND RIGHT-OF-WAY MAINTENANCE

BLUEBONNET BOULEVARD LOTS

"ATTACHMENT 2"



LOT	APPROX. ACRES
1.	.90
2.	.60
3.	.60
4.	.36
5.	.57
6.	.36
7.	.52
8.	.51
TOTAL	4.42

Approximate acreage is for the 8 Lots only.

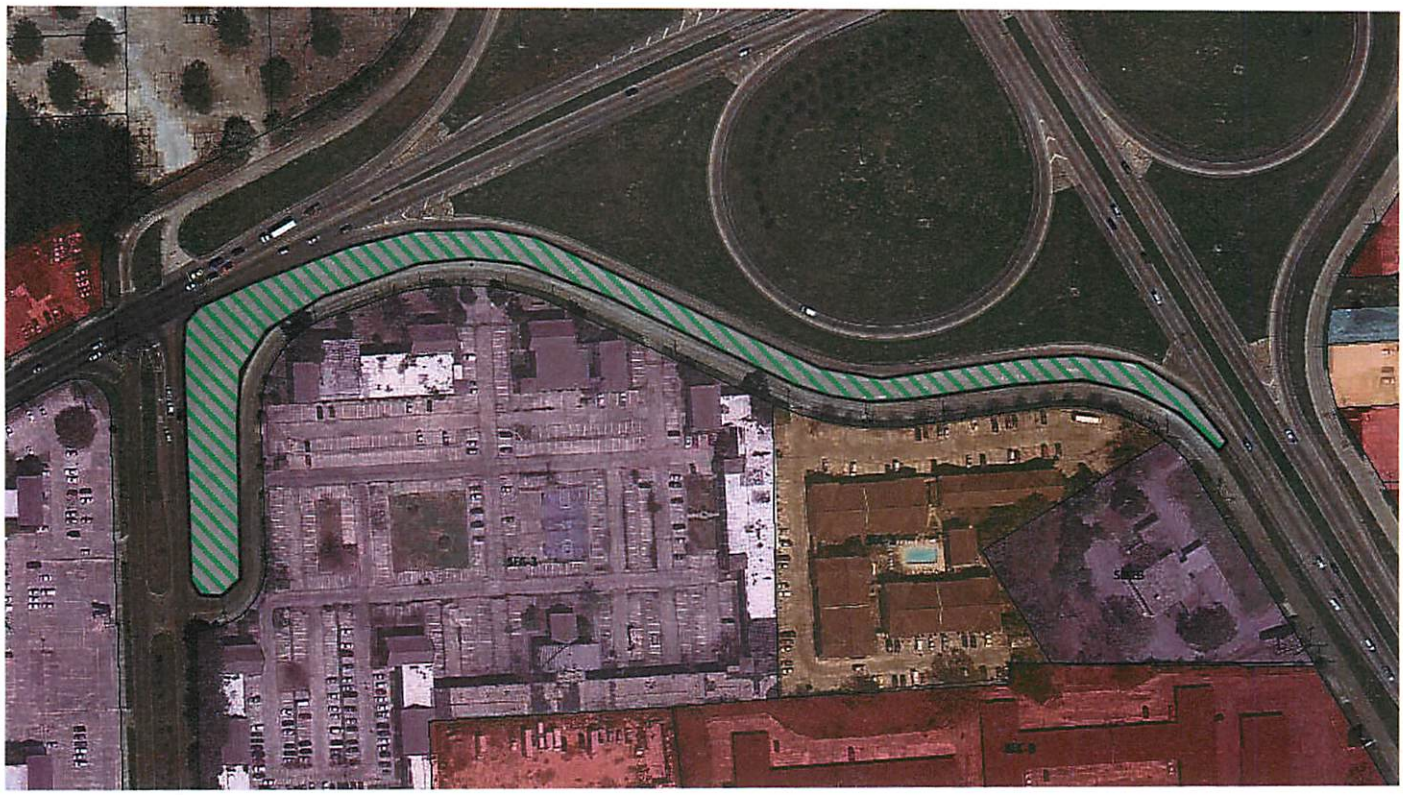
Bluebonnet Boulevard: I-10 to Jefferson Hwy. Contractor to maintain eight additional lots.

ANNUAL CONTRACT

BOULEVARD AND RIGHT-OF-WAY MAINTENANCE

GREENWELL SPRINGS SERVICE ROAD MEDIAN

"ATTACHMENT 3"



CONTRACTOR TO MAINTAIN MEDIAN AREA BETWEEN THE GREENWELL SPRINGS SERVICE ROAD, WOODDALE BOULEVARD AND THE EXIT LANE FROM GREENWELL SPRINGS ROAD, ONTO AIRLINE HIGHWAY.

ANNUAL CONTRACT
BOULEVARD AND RIGHT-OF-WAY MAINTENANCE
SOUTH HARRELL'S FERRY RD.
"ATTACHMENT 4"

SOUTH HARRELL'S FERRY- SOUTH SHERWOOD TO O'NEAL LANE: ADDITIONAL RIGHT-OF WAY REQUIRED INCLUDES THE HATCHED SHADED AREAS:

ANNUAL CONTRACT

BOULEVARD AND RIGHT-OF-WAY MAINTENANCE

STUMBERG LANE & PECUE SECTION

"ATTACHMENT 5"

STUMBERG LANE & PECUE LANE SECTIONS: OLD PECUE LANE TO TIGER BEND. CONTRACTOR REQUIRED TO MAINTAIN MEDIAN SECTIONS AS INDICATED AND ALL ROW ON EACH SIDE OF ROADWAY. MAINTAIN A MINIMUM OF 5FT. ON BACKSIDE OF EXISTING SIDEWALKS.

ANNUAL CONTRACT
BOULEVARD AND RIGHT-OF-WAY MAINTENANCE
RIVERFRONT
"ATTACHMENT 6"

RIVERFRONT- GOVERNMENT STREET TO 200FT NORTH OF LAUREL ST AND TOP OF LEVEE TO RIVER ROAD. FOUR SMALL GRASS AREAS ON EAST SIDE OF ROVER ROAD. ADDITIONAL REQUIREMENTS FOR THIS LOCATION INCLUDE: MULCHING BEDS ONCE ANNUALLY DURING THE LOW MAINTENANCE SEASON WITH SHREDDED HARDWOOD. FERTILIZATION IN THE SPRING AND ADDITIONAL PRUNING THROUGHOUT THE YEAR AS NEEDED AT THE DIRECTION OF THE CITY PARISH LANDSCAPE ARCHITECT. IRRIGATION SYSTEM MONITORING AND MAINTENANCE, INCLUDING WINTERIZATION AND SPRING START-UP.

ANNUAL CONTRACT

BOULEVARD AND RIGHT-OF-WAY MAINTENANCE

DOWNTOWN INTERSTATE

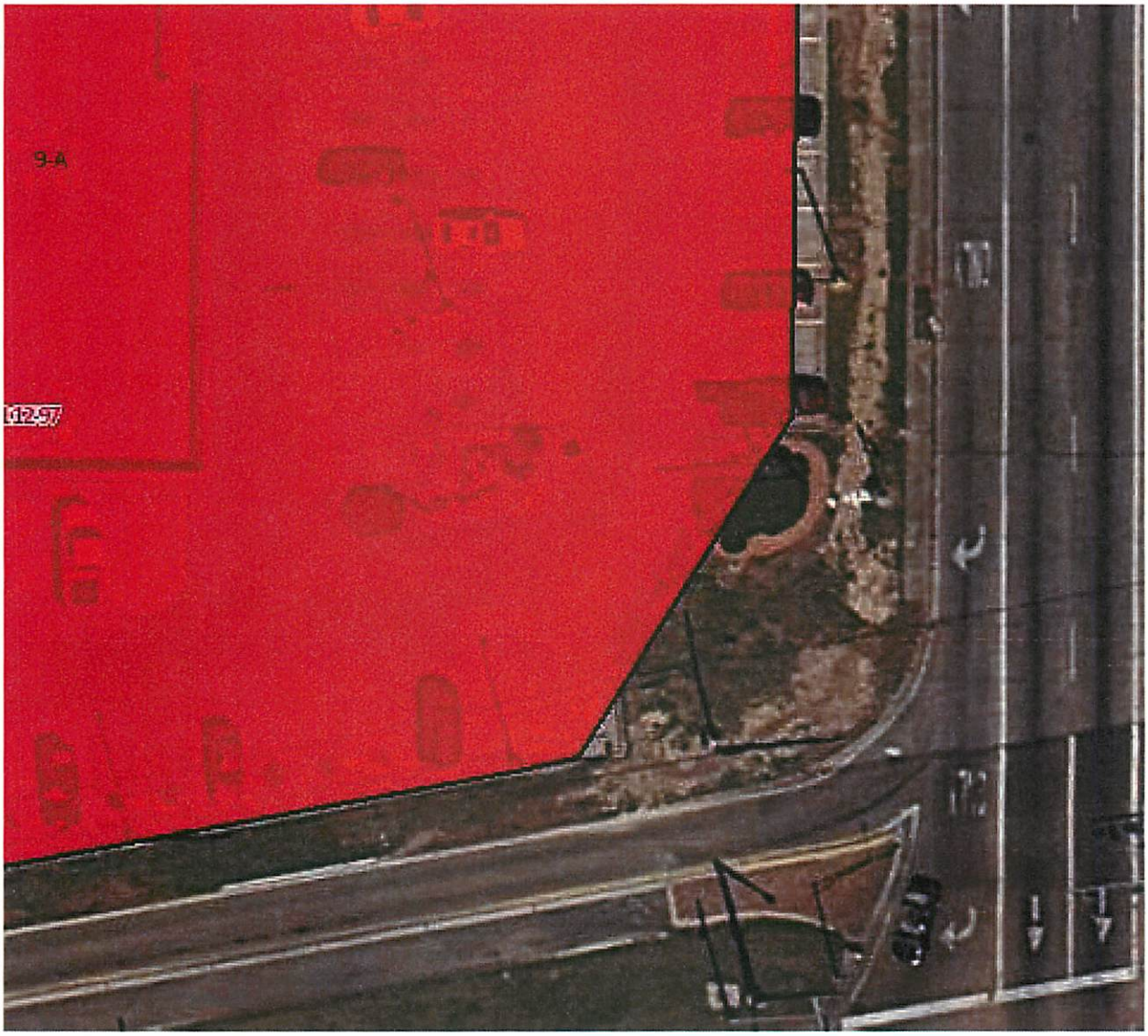
"ATTACHMENT 7"

DOWNTOWN INTERSTATE- GOVERNMENT STREET TO 30 FT. NORTH OF NORTH ST. ADDITIONAL REQUIREMENTS FOR THIS LOCATION INCLUDE: MULCHING BEDS ONCE ANNUALLY DURING THE LOW MAINTENANCE SEASON WITH SHREDDED HARDWOOD, FERTILIZATION IN THE SPRING, ADDITIONAL PRUNING THROUGHOUT THE YEAR AS NEEDED AT THE DIRECTION OF THE CITY PARISH LANDSCAPE ARCHITECT. ALSO INCLUDES ALL AREAS UNDERNEATH THE INTERSTATE TO BE KEPT LITTER AND WEED FREE.

ANNUAL CONTRACT
BOULEVARD AND RIGHT-OF-WAY MAINTENANCE
SWAN AVENUE & SCOTLANDVILLE PLAZA
"ATTACHMENT 8"

SWAN AVUNUE/SCOTLANDVILLE PLAZA- SWAN AVENUE FROM PLANK RD TO KINGFISHER AND SCOTLANDVILLE PLAZA. ADDITIONAL REQUIREMENTS FOR THIS LOCATION INCLUDE: MULCHING BEDS AND TREE WELLS ONCE ANNUALLY DURING THE LOW MAINTENANCE SEASON WITH SHREDDED HARDWOOD, FERTILIZATION IN THE SPRING, ADDITIONAL PRUNING THROUGHOUT THE YEAR AS NEEDED AT THE DIRECTION OF THE CITY PARISH LANDSCAPE ARCHITECT AND IRRIGATION SYSTEM MONITORING FOR SCOTLANDVILLE PLAZA ONLY.

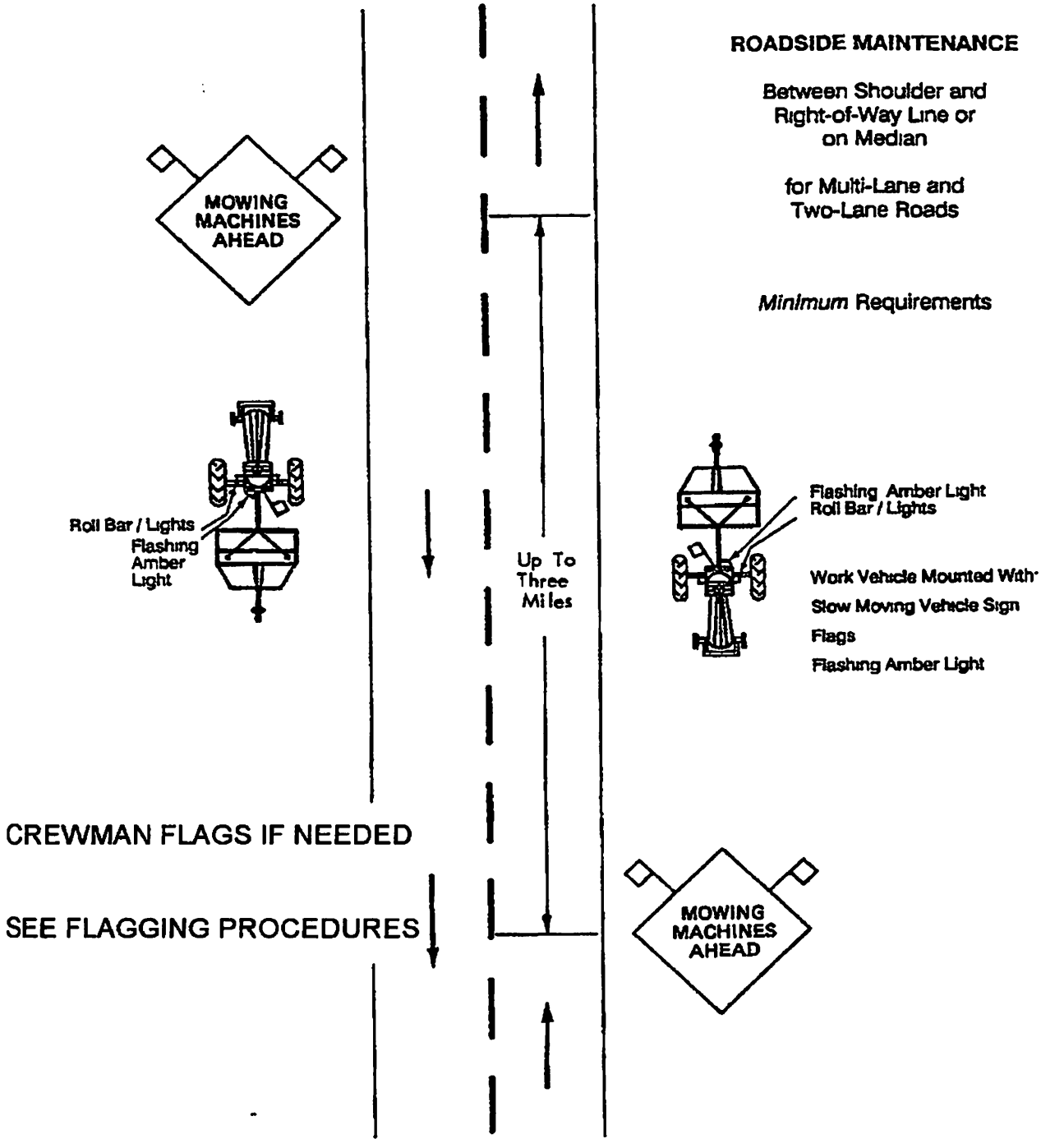
ANNUAL CONTRACT
BOULEVARD AND RIGHT-OF-WAY MAINTENANCE
CUTTING AT 45 DEGREE ANGLE AT INTERSECTIONS
"ATTACHMENT 9"



GRASS SHOULD BE CUT BACK AT A 45 DEGREE ANGLE AT INTERSECTIONS WITH ALL CROSS STREETS AND AT THE END OF THE ROADWAY. THE WIDTH OF THE RIGHT-OF-WAY AND SIGNAGE LOCATION WILL DETERMINE HOW FAR BACK THE 45 DEGREE ANGLE AT EACH INTERSECTION WILL NEED TO BE CUT.

ANNUAL CONTRACT A16-0000 BOULEVARD/RIGHT-OF-WAY MAINTENANCE

TRAFFIC CONTROL DETAIL

"ATTACHMENT 10"

CONTRACT MAINTENANCE MOWING
TRAFFIC CONTROL DETAIL