



## Florida Department of Transportation

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GOVERNOR

1074 Hwy 90  
Chipley, Florida 32428

KEVIN J. THIBAUT, P.E.  
SECRETARY

September 30, 2019

### ADDENDUM NO. 1

To: **ALL PROPOSAL HOLDERS**  
**FINANCIAL ITEM NUMBER: 422122-2-72-13**  
**CONTRACT NUMBER: E3S98-R0**  
**DESCRIPTION: Best Value Performance Aesthetics Maintenance Contract for Jackson & Washington Counties**

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BIDS TO BE RECEIVED: November 4, 2019

If you are a PROPOSAL HOLDER, this is your authorization to make the following changes to the plans and specification packages you now have for the subject project:

- **Page 3 Technical Proposal Submittal-** The first paragraph of the Project Location(S) and Work Description: is deleted and replaced.
- **Page 10 Section 15.2 Criteria for Evaluation-** Item 6.1 of the Criteria for Evaluation table is deleted and replaced.
- **Page 12 Instructional Narrative for Criteria for Evaluation-** Item 6.ii.b. Scenarios & Situations is deleted & replaced.
- **Page 19 Special Provisions-**Section 572 Performance Aesthetics is deleted & replaced.
- **Page 32 Appendices-** Appendix A is deleted & replaced.
- **Page 35 Appendices, Appendix B-** The table of State Maintained Roadways for Washington County is deleted & replaced.

Please use this revision when preparing your bid.

Sealed bids will be received until 10:00 a.m. local time on November 4, 2019 in the District Three Procurement Services Conference Room, Room 230, Administration Building, 1074 Highway 90, Chipley, Florida.

### AMENDMENT NOTIFICATION

If you are a PROPOSAL HOLDER, please go to the District Three Contracts Administration Addenda Website at <https://www.fdot.gov/contracts/d3/lettings/dist-letting-project-info.shtm> to download Amendment No. 1, file E3S98.001.

Also, all PROPOSAL HOLDERS please acknowledge receipt of the addendum under the Acknowledgement of Amendments tab on your electronic bid.

If you have any further questions please contact Roland Ybarra by phone at (850) 330-1364 or by email at [roland.ybarra@dot.state.fl.us](mailto:roland.ybarra@dot.state.fl.us) .

Sincerely,



Steve Thames  
District Procurement Services Manager

ST:as

c.c. Tim Hendrix, Chad Williams, Heath Riley, Jared Kirkland, file

# ADDENDUM NO. 1

September 27, 2019

To the: Contract Package

For: PROPOSAL ID: E3S98-R0

FP ID: 422122-2-72-13

Description: Best-Value Performance Aesthetics Maintenance Contract for Jackson & Washington Counties

The Request for Proposal shall be amended as follows:

**Page 3, 1) Technical Proposal Submittal:**

The first paragraph of the Project Location(s) and Work Description: is deleted and replaced with the following:

Performance-based contract that involves performing roadside maintenance work activities including turf management, mowing, edging and sweeping, and tree trimming.

**Page 10, Section 15.2 Criteria for Evaluation**

Item 6.1 of the Criteria for Evaluation table is deleted and replaced with the following:

1. Strategy for Meeting MRP Criteria (For this contract MRP criteria includes only the Vegetation/Aesthetics Element with the exception of the landscaping characteristic and the litter removal characteristic) – 15 points

**Page 12, Instructional Narrative for Criteria for Evaluation**

Item 6.ii.b. Scenarios & Situations is deleted and replaced with the following:

ii. **b. Scenarios & Situations -**

- 1) There are some locations within Jackson and Washington Counties where ditches are at times too wet to mow. In addition, there are slopes in some areas that cannot be mowed with standard equipment. What is your plan to maintain these types of areas to respond to customer concerns and meet contract requirements?
- 2) Jackson and Washington Counties have various locations with stands of cogongrass and other invasive exotics. What will your plan be to ensure the cogongrass and other invasive exotics are not spread during mowing or other type operations your company performs?
- 3) Proper Maintenance of Traffic (MOT) and associated supervision throughout the work day has proved at times to be a challenge for Contractors to meet. Oftentimes the initial MOT set up for the day is well planned and closely monitored by the Contractor at the outset, but as the day progresses subsequent set ups are necessary and appropriate Contractor supervision is sometimes lacking. What is your

company's specific plan of action to ensure proper MOT setups and associated updates by your staff and/or subcontractors throughout the day? How would you respond if an inspector and/or a safety officer of the Department informed you of an error in your MOT? If a subcontractor or an employee of your company has been documented (by either your own internal measures or Department inspection staff) to be out of compliance multiple times, how would you address this?

- 4) Through FDOT you receive a citizen complaint regarding tree branches that trucks are hitting over a state road within the contract limits. You notice on the drive to review the complaint that several miles of the subject roadway have a considerable amount of tree trimming work needs (limbs too low in clear zone & signs obscured). How would your company respond and ensure no complaints are brought forth by local arborists or other environmental advocates about the tree trimming activities?
- 5) Along with each monthly invoice you are required to submit a breakdown of all work units completed for each Maintenance Management System (MMS) activity you completed in that month. What efforts will you take and/or system will you employ to ensure the work completed is reported accurately and submitted to the project manager for entry into the Department's MMS in accordance with the Department's policy and procedures?
- 6) Jackson County is a particularly large, rural county with a substantial number of lane miles of two-lane roadways. Agriculture is a significant industry sector within the County and agrarian activities adjacent to certain state roadways can at times enhance the growth rate of roadside grass and vegetation. What is your plan to maintain these types of areas to respond to customer concerns and meet contract requirements?

The Specifications Package shall be amended as follows:

**Page 19, Special Provisions**

Section 572 Performance Aesthetics is deleted and replaced with the following:

**PERFORMANCE AESTHETICS.**

**(REV. 9-27-19)**

The following new section is added after Section 571:

**572-1 Description.**

Perform roadside maintenance work activities including turf management, mowing, edging and sweeping, and tree trimming.

The work area is the Department's rights-of-way, including Department owned vacant property and fenced/unfenced storm water and mitigation facilities in Jackson and Washington Counties. State agency owned National Bridge Inspection Standards qualifying bridge structures and bridge culverts are excluded from this contract. Unless otherwise advised by the Engineer, the Contractor will also be responsible for roadside maintenance work activities, as described herein, in active construction zones within the contract limits. The Contractor will be responsible for coordination with the construction contractor.

### **572-2 Prosecution and Progress.**

Manage the frequency of the maintenance activities, including the determination of work needs, work assignments, and management of resources. Provide bi-weekly look-ahead reports to the Department's project manager showing all activities to be performed in the next two weeks. In addition, maintain a bi-weekly work schedule reflecting work progress to include locations and type of work performed. Bi-weekly look-ahead reports and progress reports shall be submitted in a Department approved format. At all required monthly progress meetings provide representation with knowledge of daily operations and decision-making authority.

Obtain any and all permits and licensing required by law during the term of this contract. Provide and distribute any announcements or written notices that may be required. Stockpiling or disposal of debris on the Department's right-of-way will not be permitted.

Pay all fines, fees, and penalties levied against the Department by any Governmental Agency resulting from negligent maintenance.

Prior to beginning work activities, report all damaged fence, fence posts and other appurtenances (i.e., sign posts and bases, delineator posts, or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys, etc.) to the Engineer. If damage is found after work has begun, and it is not subject to the provisions in Section 572-10, it will be assumed that the damage was caused by the Contractor's operation, and the Contractor will be responsible to replace/repair any fence, fence post or other appurtenance found damaged at no cost to the Department.

Annually (every 12 months), the Department will provide additional compensation to the Contractor via Supplemental Agreement if the Contractor experiences a combined substantial economic impact during the previous contract year due to compliance with any of the following three (3) possible occurrences.

1. A change to any of the statewide maintenance programs, policies, procedures, standards, manuals, handbooks, guides, specifications, or any other Federal, State or Local government documents used to monitor the performance of this contract.
2. Increased maintenance due to the construction of roadways, structures, and facilities that were not included in the Department's Work Program at the time of the Contractor's proposal due date or renewal date.
3. Increased maintenance due to the transfer of ownership to the Department of non-state roadways, structures, and facilities within the contract limits.

A substantial economic impact is defined as documented financial burden on the Contractor exceeding three percent (3%) of the annual contract amount. If additional compensation is warranted, the Department will compensate only for the value of economic impact beyond the three percent (3%) threshold. The three percent (3%) is not cumulative year to year; it is reset at the beginning of each new contract year. The Contractor will not receive any additional compensation for maintenance of projects scheduled in the Department's Work Program at the time of the proposal due date or renewal dates.

Similarly, the Department will reduce payment to the Contractor if the Contractor experiences a combined substantial economic savings during the previous contract year due to occurrence of any of the following four (4) possibilities:

1. A change to any of the statewide maintenance programs, policies, procedures, standards, manuals, handbooks, guides, specifications, or any other Federal, State or Local government documents used to monitor the performance of this contract.

2. Reduced maintenance during the active construction of roadways, structures, and facilities that were not included in the Department's Work Program at the time of the Contractor's proposal due date or renewal date.
3. Reduced maintenance due to the elimination or planned destruction of roadways, structures, and facilities.
4. Reduced maintenance due to the transfer of ownership of Department-owned roadways, structures, and facilities to other non-Department entities.

A substantial economic savings is defined as a cost savings exceeding three percent (3%) of the annual contract amount. If cost savings are identified, payment to the Contractor will be reduced only for savings greater than the three percent (3%) threshold. The three percent (3%) is not cumulative year to year; it is reset at the beginning of each new contract year.

The initial Contract term is 60 months with a renewal option for one term not to exceed 60 months. Contract time will start January 1, 2020. Renewals will be made at the sole discretion and option of the Department and must be agreed upon in writing by both parties. If the Department elects to renew, the Department will negotiate with the Contractor an adjustment factor to be applied to the original annual contract amount. The adjustment factor may be positive, negative, or zero. If negotiations do not lead to a mutually agreed upon adjustment factor, the contract shall not be renewed. The renewed contract amount will be calculated by applying the adjustment factor to the original contract amount, then adjusting for supplemental agreements as appropriate.

Renewal is contingent upon the availability of funds, satisfactory performance of the Contractor, and other factors as determined by the Department.

A complete list of existing Department contracts within the limits of this contract are shown in the Appendix. The Department will manage, coordinate, and take responsibility for assigning work and evaluating the performance of these existing Department contracts until money exhaustion or until the date indicated in the Appendix, whichever occurs first. The Department will continue to pay the invoices submitted by existing Department Contractors. If the Department prematurely terminates any existing Department contract before the date indicated in the Appendix, the Department will compensate the Contractor for assuming the additional workload up to the date indicated in the Appendix. After the contract end date(s) indicated in the Appendix no additional compensation will be provided.

A list of the Maintenance Memorandums of Agreement (MOAs) with local agencies which perform some of the activities within this contract area are detailed in the Appendix. It is the intention of the Department to continue or renegotiate these Memorandums of Agreement with the local agencies as they expire. If at any time a local agency withdraws a portion or all of their activities, the Contractor shall assume performance of those maintenance activities, and the Department will compensate the Contractor for assuming the unanticipated workload remaining on the contract. Additional compensation for any MOA assumed by the Contractor shall be at the rates detailed in the original MOA.

### **572-3 Traffic Control.**

Unless a written request to work during Special Events is submitted at least ten calendar days in advance of the requested date, and the Engineer provides written approval, do not perform any lane closures during the following Special Events:

1. Spring Break – SR 77, SR 79, U.S. 231

2. Christmas Parades – All municipalities
3. Watermelon Festival – Chipley – U.S. 90/SR 77 – Third weekend in June
4. Wausau Possum Festival - SR 77 – First weekend in August
5. Thunder Beach Rallys (Spring & Autumn) – U.S. 231, SR 77 and SR 79
6. Iron Man Florida Competition - Panama City Beach – SR 79 and SR 20

All Lane Closures shall be in accordance with the Department’s most up to date lane closure restrictions and memorandums issued by the District. Lane closures along I-10 are not permitted unless approved by the District. A lane may be closed only during active work periods. All lanes shall be open during inactive work periods.

An updated copy of the Department’s latest lane closure restriction will be made available upon request of the Contractor through the duration of the contract.

Park trucks and equipment outside the Clear Zone. The Clear Zone is defined in the FDOT Standard Plans for Road and Bridge Construction 102-600, [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2020/idx/102-600.pdf?sfvrsn=f39053d7\\_6](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2020/idx/102-600.pdf?sfvrsn=f39053d7_6)

**572-4 Governing Documents for Purposes of this Specification.**

Obtain and comply with the following, complete, up to date Department publications, which may be updated throughout the life of the contract, incorporated, by reference, as part of this contract:

1. Procedure 375-000-005 Performance Based Maintenance Contracting
2. Procedure 850-000-005 Maintenance Responsibilities on Construction Projects
3. Procedure 850-000-015 Roadway and Roadside Maintenance
4. Procedure 850-065-002 Maintenance Rating Program  
Maintenance Rating Program Handbook
5. Guide for Roadside Vegetation Management
6. Routine Maintenance Cost Handbook
7. Maintenance RCI Features and Characteristics Handbook
8. Procedure 650-030-001 Wildflower Program
9. District 3 Roadside Vegetation Management Plan

Publications are available at: <https://www.fdot.gov/publications> or by contacting:  
 FDOT Manuals  
 Florida Department of Transportation  
 Maps and Publications Sales  
 605 Suwannee Street - MS 12  
 Tallahassee, FL 32399-0450  
 Phone (850) 414-4050  
 Fax (850) 414-4915

**572-5 Contract Performance Criteria.**

**572-5.1 Performance Criteria:**

**SUBMISSION OF DEPARTMENT REQUESTED DOCUMENTS**

Non-Performance Identification	Time Allowed/Criteria	Deductions
a. Upon Department request, failure to submit any documents the Contractor is required to maintain	Submit document by the end of the next business day following the day of the Department's request	\$100 per business day per requested document
<b>DEPARTMENT POLICIES AND PROCEDURES</b>		
Non-Performance Identification	Deductions	
a. Failure to perform in accordance with Department procedures, policies, handbooks, or any other contract document as set forth in this agreement.	2% of the monthly payment per occurrence of failure.	
<b>TRAFFIC CONTROL</b>		
Non-Performance Identification	Deductions	
a. Failure to comply with the Traffic Control requirements of this contract.	\$2,000 per occurrence.	
<p><b>PERFORMANCE CRITERIA NOTES:</b></p> <ol style="list-style-type: none"> <li>1) For ALL performance measures identified in all charts found in this Maintenance Special Provision, the "Time Allowed/Criteria" is <b>PER APPLICABLE PROCEDURE</b>. If the applicable procedure is non-specific for time allowed or criteria, then use the "Time Allowed/Criteria" given in the applicable chart.</li> <li>2) For all times allowed in all charts found in this Maintenance Special Provision, the Engineer may grant a time extension for unusual circumstances if the request is made during the original allowed time period.</li> </ol>		

**572-5.2 Aesthetics Quality Control:** The Department may perform quality control inspections on any maintenance activity/characteristic in this Contract to ensure that the Contractor is consistently maintaining the highway system. No more than one Quality Control Inspection per activity/characteristic will be performed monthly, and these inspections are separate from the MRP inspections detailed in 572-6.6 Aesthetics Performance Criteria. The Department will randomly select a minimum of 10 sites per characteristic that is evaluated. When the number of samples of any individual quality control characteristic falls below 10, and prior to the Department assessing any contract deductions, the Department will attempt to resolve the situation according to Procedure 375-000-005.

The Department may invite the Contractor to participate in the Quality Control Inspections to assess the overall maintenance condition. Quality Control Inspections take into consideration evidence of Contractor activity to maintain the system, and other conditions including weather, impact and sensitivity to adjacent property owners, remaining useful life of the item, etc. In the event the desired level of maintenance is not met, the Contractor will be



charged. The charge will be a reduction in compensation, not a penalty. The reductions are referenced in the table below:

<b>AESTHETICS QUALITY CONTROL PERFORMANCE CRITERIA</b>		
<b>Non-Performance Identification</b>	<b>Time Allowed/Criteria</b>	<b>Deductions</b>
a. Failure to meet desired levels of maintenance	Per Quality Control Inspection	\$0. A written notification will be issued.
b. Failure to bring failing activity to desired levels of maintenance.	Complete within one (1) week after written notification of failure to perform by Engineer.	\$2,000 per activity per day after more than one (1) week (deductions for litter removal will not be assessed as part of this contract).

**572-6 Aesthetics.**

**572-6.1 Turf Management:** Turf management consists of the range of activities used to establish and sustain turf at the desired level of quality. Turf includes both the turf vegetation and the soil in which the vegetation is growing. The Maintenance Rating Program Handbook refers to Turf Management as ‘Turf Condition’.

Remove vegetation from asphalt and concrete pavement areas, including under the guardrails and cable rails, paved shoulders, sidewalk cracks, curbs, gutters, and drainage flumes.

Keep asphalt pavement or miscellaneous pavement free of unwanted vegetation.

Develop and maintain an Invasive Species Log documenting detection and treatment of Cogon grass and Tropical Soda Apple. Include, at a minimum, the location of the site with Global Positioning System (GPS) data, type of vegetation, amount of area infested, proposed treatment method, date treatment is planned and completed and what type of treatment/product was used (to include percent of active ingredient). Provide sufficient GPS points to delineate the perimeter and shape of the infested area. Forward a copy of the Invasive Species Log to the Department’s Project Administrator with each monthly invoice.

Herbicides and pre-emergents may be applied to pavement, around the fence line of retention ponds and canals, and turf areas. Complete Form 850-000-015 Herbicide Application Log for each location of herbicide application. Forward a copy of completed Herbicide Application Logs to the Department’s Project Administrator with each monthly invoice.

Only use herbicides registered with the Florida Department of Agriculture for use in the State of Florida. Procure all permits and necessary licenses, pay all charges and fees, and give all notices necessary for lawful prosecution of the work. Apply synthetic organo-auxin herbicides meeting the requirements of Chapter 5E-2, Florida Administrative Code, Rules of Florida Department of Agriculture and Consumer Services. Insect population control may be used when pests, which seriously injure the turf, are present.

Herbicide broadcast spraying will not be allowed. Do not use restricted herbicides on the Department's right of way. Do not use any herbicide products in the sulfonylurea family of chemicals, or products whose mode of action is as a seed head suppressant, or plant growth

regulator.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations, and meet the guidelines of the Department of Agriculture.

Comply with all regulations issued by any regulatory agency within whose jurisdiction work is being performed. Comply with all general, special, and particular conditions relating to activities of all permits issued.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code, Rules of the Florida Department of Environmental Protection. Contact the Division of Aquatic Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval.

Prior to the start of work and throughout the term of this Contract, provide the Department's Project Administrator with copies of the current Applicator Licenses issued by the Florida Department of Agriculture for each applicator applying herbicides within the right-of-way.

**572-6.2 Litter Removal:** Litter removal services for this contract will be delivered through Work Documents issued via one or more separate Department contracts. Provide a minimum of 2 weeks advance written notice to the Department's Project Manager for each mowing cycle. Continuously coordinate with the Department's Project Manager to provide written updates concerning any delays and/or impacts to planned mowing cycles.

**572-6.3 Roadside and Slope Mowing:** Mow to provide a consistent, uniform and aesthetically pleasing appearance including around appurtenances (i.e., sign posts and bases, delineator posts, fences, guardrail, cable rail, barrier walls, endwalls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas and trees, etc.). No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed. Immediately remove and dispose of excessive accumulations of cuttings on turf areas, sidewalks, curbs and gutters, and inlets. Remove and dispose of excessive accumulations of cuttings in other areas within 24 hours of cutting. The Department's Engineer or designee shall have the final determination of what is considered excessive.

Prior to beginning each mowing cycle, document and report all damaged fence, signs, delineators, guardrail, cable rail, attenuators, endwalls, pipes, mitered end sections, drainage structures and etc. to the Engineer. If damage is found, the Department will verify the items in the Damage Report within one (1) week after receipt. If damage is found, and not reported in the Damage Report after work has begun, it will be assumed that the damage was caused by the Contractor's operation, and the Contractor will be responsible to replace/repair any appurtenance found damaged at no cost to the Department.

Only mow within the Department's Rights-of-Way.

If scalping or rutting occurs, restore the turf conditions to the satisfaction of the Department.

Do not remove any utility location flags, Intelligent Transportation Systems flags, or surveyors' staking for at least 30 calendar days after discovery. After the 30 calendar days

verify with Sunshine State One Call of Florida, Inc. or surveyors to assure the markings can be removed. Mow according to the Maintenance Rating Program Handbook requirements for Roadside Mowing and Slope Mowing, and comply with the current edition of the Department's "A Guide to Roadside Vegetation Management". Mow or trim around appurtenances to the same height and quality as the surrounding mowed area within one day of the previous day's mowing.

Wildflower or protected species sites may be established and maintained within existing mowing limits. Areas identified by the Department as wildflower or protected species sites will not be mowed or otherwise disturbed during their growing, blooming, and seed-ripening seasons. Mow wildflower sites at least once per year, and/or as directed by the Engineer. Coordinate with the Engineer, before mowing any wildflower sites. Wildflower sites are not rated for mowing heights.

**572-6.4 Edging Curbs and Sidewalks:** Edge, sweep, and dispose of vegetation from curb, gutter, and sidewalk areas including, median island curbs, roadside curbs, bike paths, curb inlets throats and other designated areas. Remove any debris that fall into inlet structures. No accumulation or piling of cuttings will be allowed. Provide positive means to control dust from edging and sweeping operations.

**572-6.5 Tree Trimming:** Trim or prune trees and vegetation and dispose of resulting debris throughout the maintenance area so as to meet MRP Tree Trimming Standards.

Perform all work meeting the requirements of recognized and approved arboriculture principles with emphasis on tree health and symmetry as set forth in *The American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices* (ANSI A300). Perform all work without damage to trees and shrubs that are intended to remain in the work area.

Prior to beginning work, report all damaged fence, fence posts and other appurtenances within the right-of-way to the Engineer.

Maintain equipment in good repair and operating condition at all times, meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use.

Do not use equipment on the Department's right-of-way that damages pavement, curbs, drainage structures, sidewalks, guardrail turf areas, or any other Department assets. Repair damage resulting from work activities to meet the requirements of the current edition of the Department's Standard Plans at no cost to the Department before resuming project activities.

When trimming trees ensure the natural shape and structure of the tree is maintained. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb.

For power shearing operations use mobile, mechanical equipment capable of vertical, horizontal and angle cuts.

Maintain or create and maintain access corridors from the roadway to the corridor adjacent to the limited-access right-of-way fence at locations determined by the Engineer. The minimum access way and fence line corridor dimensions shall be 10 feet wide and 15 feet high. Remove and properly dispose of off-site that portion of any tree(s) that falls within the limits of the dimensions (10 feet wide by 15 feet high) associated with either access way corridors and/or corridors adjacent to the limited access right-of-way fence. Similarly, remove and properly dispose of that portion of any tree(s) that falls into the maintenance limits of any Stormwater and Mitigation Facility(ies) included in this contract.

Dispose of all debris and waste in compliance with all Federal, State, and Local Rules and Regulations.

Debris may be stockpiled in the Department’s right-of-way for a period of time determined by and with the written approval of the Engineer.

With the approval of the Engineer, wood chips or grindings may be evenly distributed to a depth of no more than one inch in designated areas in the Department’s right-of-way. For chipping and/or grinding operations the only approved type of machinery is a wood chipper designed solely for manual feeding.

**572-6.6 Aesthetics Performance Criteria:** The performance rating criteria is according to the current edition of the Florida Department of Transportation Maintenance Rating Program (MRP) Handbook. The Department will perform MRP inspections every four months to evaluate aesthetics performance criteria for the following characteristics:

1. Turf Condition (Turf Management)
2. Litter Removal
3. Roadside Mowing and Slope Mowing
4. Curb/ Sidewalk Edge
5. Tree Trimming

For each performance period, achieve a minimum score of 80 on each characteristic except for litter removal.

For the MRP evaluations of the characteristics associated with this contract the Department will generate random sample points using the MRP Scorecard Tool located on the SharePoint website. The number of generated sample points per facility type will normally be 30 as set forth in the Maintenance Rating Program Procedure (850-065-002). The Department’s MRP Team will be responsible for conducting MRP evaluations. No work shall be performed during the MRP inspections unless the work has already been identified on the Contractor’s biweekly look-ahead report for the period during which the MRP inspection shall take place, unless the work is part of customer service resolution, a safety issue, or the work is being performed as a correction of the items previously found to be non-compliant.

The Turf Condition (Turf Management) characteristic will be evaluated for the first contract year but any deductions associated with this particular characteristic will not be assessed during the initial contract year due to the state of roadside conditions associated with Hurricane Michael. Beginning with the second contract year and all remaining contract years, deductions will be assessed as applicable for the Turf Condition (Turf Management) characteristic. For all other characteristics addressed by this specification the performance rating criteria and any associated deductions will be applied during the entire contract term.

<b>AESTHETICS PERFORMANCE CRITERIA TABLE</b>	
<b>Non-Performance Identification</b>	<b>Deductions</b>
Failure to meet characteristic performance score requirements	Deduct, an amount equal to 0.5% of the annual contract amount for each point below 80 on any characteristic performance score (deductions for litter removal will not be assessed as part of this contract).

Failure to provide a minimum of 2 weeks advance written notice to the Department's Project Manager for each mowing cycle.	\$2,000 per occurrence
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**572-7 Stormwater and Mitigation Facilities and Department-Owned Vacant Property.**

The Department will randomly select (computer generated) a minimum of ten (10) stormwater and mitigation facilities to be inspected by the Department separately, but performed at the same time and frequency as the MRP ratings. These sites will be evaluated in accordance with the table below. A complete list of existing Department stormwater and mitigation facilities within the limits of this contract are shown in the Appendix.

<b>STORMWATER AND MITIGATION FACILITIES PERFORMANCE CRITERIA TABLE</b>		
<b>Non-Performance Identification</b>	<b>Time Allowed/Criteria</b>	<b>Deductions</b>
<b>MOWING</b> Vegetation height is more than 6 inches higher than the MRP criteria for the adjacent Facility Type, excluding allowable seed stalks and designated wildflower areas. (Mowing areas will not be evaluated where wet conditions prevent mowing)	Upon identification.	\$1,000 per pond or mitigation area.
<b>WATER SURFACE AREAS (WET PONDS)</b> More than 30% of the water surface area of each pond or mitigation area is covered in vegetation.	Upon identification.	\$1,500 per pond or mitigation area.
<b>POND FENCES &amp; GATES</b> 100% of the fences and gates at randomly selected inspection locations are in compliance with the vegetation criteria as stated in the District 3 Roadside Vegetation Management Plan.	Upon identification.	\$1,000 per pond or mitigation area.

Mow all Department-owned vacant property twice a year – mowing shall be performed in April/May and August/September. Mow to provide a consistent, uniform and aesthetically pleasing appearance including around appurtenances (i.e., trees, structures, buildings, etc.). The maximum height of vegetation on each parcel shall be 6 inches immediately after mowing. Department-owned vacant property will not be included in the MRP evaluations of the characteristics associated with this contract, and vacant property will be evaluated in accordance with the table below. A complete list of all Department-owned vacant property within the limits of this contract is shown in the Appendix.

<b>DEPARTMENT-OWNED VACANT PROPERTY</b>		
<b>Non-Performance Identification</b>	<b>Time Allowed/Criteria</b>	<b>Deductions</b>
<b>MOWING</b>	Upon identification.	\$1,000 per individual vacant property not mowed per occurrence
a. Department-owned vacant property is not mowed twice a year		
b. Vegetation height is more than 6 inches high immediately after mowing	Upon identification.	\$500 per site

**572-8 Customer Service Resolution.**

Develop and implement a Customer Service Resolution Plan for all items covered by this contract, and submit the plan to the Engineer for review and approval at the pre-work meeting. Customers include the Department and its employees, local business communities, neighborhood associations, area Community Traffic Safety Teams, Transportation Planning Organizations, the general public, local governments, environmental groups, permit and review agencies, other contractors, and any other group or individual impacted or associated with maintenance functions.

The Department will review and comment within seven (7) days of receipt. Maintain a Customer Service Log showing the date and time calls and comments were received, date and time the customer was first contacted and the date of the resolution of the call.

Forward a copy of the Customer Service Log to the Department’s Project Administrator with each monthly invoice.

Contact the customer within twenty-four (24) hours of receipt of a complaint. Resolve all external customer service requests within one (1) week of the customer contact to the satisfaction of the Department.

Should the Department deem the Contractor’s customer resolution progress is unsatisfactory according to the criteria below at any time; the Department may choose to immediately resolve the issue and will deduct the Department’s cost from the monthly payment amount in addition to the deductions indicated below, if applicable.

<b>CUSTOMER SERVICE RESOLUTION</b>		
<b>Non-Performance Identification</b>	<b>Time Allowed/Criteria</b>	<b>Deductions</b>

a. Failure to contact customer	Contact customer within 24 hours	\$500 per day per customer after more than one (1) working day
b. Failure to resolve customer service request to the satisfaction of the Department	Resolve within 1 week of customer contact	\$1,000 per day per customer request after more than one (1) week

**572-9 Recovery of Costs, Reimbursement and Coverage for Other Emergencies.**

When an incident/event causes damage to any Department facilities, structures or property (hereinafter collectively referred to as Property), which is subject to the terms of this contract, the Department authorizes the Contractor to pursue recovery against any responsible party for reimbursement of costs incurred by the Contractor in accordance with this agreement (hereinafter Costs).

Upon learning that damage has been caused to Department Property covered by this agreement the Contractor will immediately notify the Department Project Manager who will confirm whether the Property is an insured asset. The Department shall notify the Insurance Company.

The Contractor is authorized to pursue recovery against any and all parties responsible for Costs caused by damage to the Property to the extent permitted by law. The Department will assist the Contractor as necessary and will confirm the Contractor’s authorization to pursue recovery.

The Contractor will be responsible for all attorneys’ fees and litigation costs incurred in its recovery activities.

In the event that the party responsible for damage to any Department Property which is subject to the terms of this contract cannot be identified, and the damage has been documented prior to beginning work in accordance with Section 572-2, the Contractor will not be held responsible for third party damage.

**572-10 Method of Measurement and Basis of Payment.**

Price and payment will be full compensation for all work and costs specified in this Section.

The Department will make monthly payments upon receipt of the Contractor’s invoice in the amount of 1/60th of the contract amount, excluding any applicable reductions in compensation. The monthly Periodic Payment will be paid as each and not pro-rated as a fractional monthly amount.

Along with each monthly invoice submit a breakdown of all work units completed for each Maintenance Management System (MMS) activity completed within that month. Ensure the work completed is reported accurately and submitted to the Department’s project manager for entry into the Department’s MMS in accordance with Department policies and procedures. Submit the monthly work unit summary in a Department pre-approved format.

Monthly Periodic Payments will be made under Pay Item E999-10-32.

**PAGE 32, APPENDICES**

Appendix A is deleted and replaced with the following:

**APPENDIX A: DEPARTMENT CONTRACTS AND MAINTENANCE  
MEMORANDUMS OF AGREEMENT THAT WILL CONTINUE INTO BEST-VALUE  
PERFORMANCE CONTRACT**

<b>COUNTY</b>	<b>CONTRACT NUMBER</b>	<b>DESCRIPTION</b>	<b>CONTRACT END DATE</b>	<b>CONTRACTOR / LOCAL AGENCY</b>
Jackson & Washington	E3R08-R1, & R2	Routine mowing along primary roadways in Jackson and Washington Counties	12-31-2020	Southern Lawn & Land Maintenance, LLC
Jackson & Washington	E3R07-R1, & R2	Retention Pond Mowing and Litter Removal in Jackson and Washington Counties	12-31-2020	Curb Appeal Services, Inc.
Holmes, Walton & a portion of Washington	E3R11-R1, & R2	Routine Mowing of roadside areas along I-10 in Holmes, Walton & a portion of Washington Counties	12-31-2020	Florida Right of Way Corporation
Jackson, Bay, Washington, and Gulf	E3R79-R0, R1, & R2	Maintenance of Bold landscape sites in Jackson, Bay, Washington, and Gulf Counties	6-30-2021	Piney Grove Nursery and Landscaping, Inc.
Washington	E3P67	Landscape Maintenance and Renovation for SR 77 at I-10	6-11-2021	Piney Grove Nursery and Landscaping, Inc.
Jackson	AQI51	Landscape JPA	Indefinite	Town of Sneads
Jackson	AQN48	Landscape JPA	Indefinite	Town of Alford
Jackson	AQM96	Landscape JPA	Indefinite	Town of Grand Ridge
Jackson	APE26	Landscape JPA	Indefinite	Town of Grand Ridge
Jackson	AQJ68	Landscape JPA	Indefinite	City of Marianna
Jackson	AN708	Landscape JPA	Indefinite	City of Marianna
Jackson	ANL00	Landscape JPA	Indefinite	City of Marianna
Jackson	APV37	Landscape JPA	Indefinite	Jackson County

<b>COUNTY</b>	<b>CONTRACT NUMBER</b>	<b>DESCRIPTION</b>	<b>CONTRACT END DATE</b>	<b>LOCAL AGENCY</b>
Jackson	ASE88	Maintenance MOA	9-30-2022	Town of Campbellton
Washington	ASE96	Maintenance MOA	9-30-2022	Town of Caryville
Jackson	ASE92	Maintenance MOA	9-30-2022	City of Graceville
Jackson	ASE91	Maintenance MOA	9-30-2022	Town of Grand Ridge
Jackson	ASE82	Maintenance MOA	9-30-2022	Town of



				Greenwood
Jackson	ASE80	Maintenance MOA	9-30-2022	Town of Malone
Jackson	ASE90	Maintenance MOA	9-30-2022	City of Marianna
Jackson	ASE79	Maintenance MOA	9-30-2022	Town of Sneads
Washington	ASE95	Maintenance MOA	9-30-2022	City of Vernon

**Page 35, Appendices, Appendix B**

The table of State Maintained Roadways for Washington County is deleted and replaced with the following:

<b>STATE MAINTAINED ROADWAYS - WASHINGTON COUNTY</b>				
Section	SR#	Begin MP	End MP	Description
61001-000	8 (I-10)	12.906	23.963	From Holmes Co. to Jackson Co. line
61001-005	I-10 (Ramp)	0	.239	WB (SR 77) ONRMP I-10/SR-8
61001-006	I-10 (Ramp)	0	.286	EB (SR 77) ONRMP I-10/SR-8
61001-007	I-10 (Ramp)	0	.235	WB (SR 77) OFRMP I-10/SR-8
61001-008	I-10 (Ramp)	0	.221	EB (SR 77) OFRMP I-10/SR-8
61002-000	273	0	3.8	From SR 77 to Jackson Co. Line
61010-000	10 (Hwy 90)	13.33	22.914	From Holmes Co. Line to Jackson Co. line
61040-000	79	0	12.489	From Bay Co. line to CR 284 (Millers Ferry Rd)
61040-000	79	13.107	28.671	From Smokie Ridge LN to Holmes Co. Line
61040-001	79	0	0.571	Realignment on SR 79
61060-000	277	0.2	14.205	From SR 79 to Realignment off SR 277 (Just South of Pippin Mill Creek to SR 10)
61060-001	277	0	0.208	From SR 79 to Realignment off SR 277
61080-000	77	0	29.826	From Bay Co. line to Jackson Co. line
61121-000	20	0	4.795	From Walton Co. line to Bay Co. line