

**TERM CONTRACT FOR ROLLING HILLS GROUNDS MAINTENANCE
(IFB-604672-23/LAS)**

THIS AGREEMENT is dated as of the _____ day of _____ 202___, by and between **AMERISCAPES LANDSCAPE MANAGEMENT SERVICES, LLC**, duly authorized to conduct business in the State of Florida, whose address is 532 Hames Ave, Orlando, Florida 32805, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide grounds maintenance for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation.

Required services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.



(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Leisure Services Department
Division of Greenways and Natural Lands
100 E. 1st Street
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.



Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:



Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any

retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless

contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.



(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Leisure Services Department
Division of Greenways and Natural Lands
100 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Ameriscapes Landscape Management Services, LLC
Post Office Box 568762
Orlando, FL 32856

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.



Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1)

year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

AMERISCAPES LANDSCAPE
MANAGEMENT SERVICES, LLC

Witness

Print Name

Witness

Print Name

By: _____
WILLIAM BUTTERFIELD, Manager-Member



Date: _____

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
202___, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

10/24/2023
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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Release Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance

Exhibit A Scope of Services

Section 1.0 - Performance Work Statement

LOCATION: Rolling Hills Park, located at 1749, Art Hagan Place, Longwood, Florida 32750

1.1 GENERAL DESCRIPTION OF WORK - The Contractor will provide all necessary management, supervision, personnel, materials, transportation, general and specialized tools and equipment required to accomplish all services for Seminole County Board of County Commissioners, as specified in the Scope of Services. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor is responsible for adequately planning and scheduling work to assure material and labor availability to complete work requirements within the response times and quality standards established herein. The contractor will follow the current Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry.

1.2 PERSONNEL REQUIREMENTS

1.2.1 County Representative - All work in this contract will be under the supervision of a designated County Greenways Program Manager from the Greenways and Natural Lands Division 121 Bush Loop, Sanford Florida 32773 (407) 665-2001.

1.2.2 Contractor Representative – The Contractor will staff a full time representative (Operation Manager) who will coordinate with the County's Contract Coordinator. The work schedule shall contain the route to be followed and the location of work on each day. The Contractor shall notify the County's Contract Coordinator prior to any schedule variance. The notification shall occur before 8:00 a.m. on the day of the schedule variance. This should be coordinated with the County's Contract Coordinator, who will perform inspections and verify that the work has been completed as scheduled and handle problems that may arise.

1.2.3 Other Personnel Requirements – The Contractor will furnish supervisory, administrative, and direct labor personnel to accomplish all work required. The Contractor employees performing the services required by the contract shall have specialized training, prior work experience or demonstrated technical skills required to fulfill the specific contract requirements. Contractor must hold a current pest control license pursuant to F.S. Chapter 482.071 and all pest control applications shall be done under the supervision of the licensed applicator. A current photocopy of the applicator's license shall be submitted to the County Representative or his designated representative. Applicator's licenses must be kept current at all times. Contractor shall provide a copy of all appropriate state and local licenses with the bid.

Each person who applies fertilizers and /or pesticides for the Contractor shall be certified with the Florida Green Industries Best Management practices (BMPs). Contractor shall provide a copy of all BMP certificates to the County Contract Coordinator.

The Contractor must submit daily reports to the County's Contract Coordinator, via email in spreadsheet format, containing the location of work in progress and the percentage of work completed to date. Failure to submit daily reports of completed work shall result in nonpayment for scheduled services. For the purpose of this contract, all cyclical scheduled work must be completed by that respective Saturday.

Contractor will have a dedicated program manager to supervise the performance of the company's work force to the scope of work and to coordinate with the County.
Contractor shall have a staffed certified licensed irrigation crew.

Contractor shall have a staffed ISA certified arborist crew.

Contractor shall be foreman staffed with a Maintenance of Traffic certifications.

All above licensed staff must have been employed over a year with company.

Licenses may be waived at the discretion of the Project Manager.

1.2.4 Prohibition against hiring off-duty County employees – The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County's Contract Coordinator.

1.2.5 Employee Physical Capabilities – There will be no discrimination against employees on the basis of handicaps or other disabling conditions; however, employees shall only be assigned to duties which they can perform without endangering the health, safety and welfare of themselves or others. The Contractor shall have a duty to reasonably accommodate any handicap.

1.2.6 Standards of Conduct for Contractor Personnel – All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore,

the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County's Contract Coordinator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the facility. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

1.2.7 Employee Identification – All Contractor employees shall wear a Contractor furnished identification uniform with logo which shall be visible on the outside of their clothing.

1.2.8 Contractor & Personnel Availability – The Contractor shall provide a local telephone number, which is not a toll call from Seminole County, where he/she or the designated representative may be reached during normal duty hours. The Project Manager and Alternate shall carry a telephone and the number shall be provided to the County Contract Administrator or designated representative, prior to contract performance and immediately upon any change, throughout the term of this contract.

The contractor shall provide a sufficient number of supervised staff to complete the maintenance duties and fully operate each facility at the Seminole County five (5) days per week, nights, and needs as outlined below. The contractor shall also provide sufficient personnel when required for additional services to include special events, permits and so that the services are completed in a reasonable amount of time.

1.2.9 Control of Personnel – The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.

1.2.10 Personnel Selection – The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.

1.3 QUALITY CONTROL PROGRAM - The Contractor shall establish and maintain a quality control program that identifies and results in correction of potential and actual problem areas throughout the entire scope of the contract. The Contractor's quality control program shall contain processes for corrective action without dependence upon County direction and include a customer complaint feedback system for correction of validated complaints and to inform the customer of corrections. At a minimum, the customer complaint shall contain procedures for the customer to file complaints with the Contractor, forms to be utilized by the customers, procedures for investigation of the complaint and feedback to the customer and the County on the results and actions taken on the complaint.

1.4 REWORK - Services that are not performed to County's satisfaction or to the required specifications shall be performed or re-performed (reworked). Rework is solely at the option of the County. Rework shall be accomplished within two (2) calendar days of notification by the County at no additional cost to the County. Contractor shall notify the County's Contract Coordinator or designated representative when rework requirements have been completed. Any areas deemed incomplete and not appropriate for rework as determined by the County Contract Coordinator will be deducted from billings.

1.5 QUALITY ASSURANCE - The County's Contract Coordinator or designee will monitor the Contractor's performance under this contract by conducting a minimum of two (2) inspections per month, at all areas under contract with the Contractor Representative present. Inspection dates and times will be scheduled by the County's Contract Coordinator and the Contractor will be notified of the inspection location not less than sixty (60) minutes prior to the inspection time. Any areas determined to be incomplete during inspection and near or at the end of the current service cycle will be an automatic full deduction from billings with no opportunity for rework.

1.6 PERFORMANCE EVALUATION MEETINGS - The Contractor's operation Manager may be required to meet at least bi-weekly with the County Management Team during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the County Management Team.

1.7 PERFORMANCE ANALYSIS AND STANDARDS - Performance analysis assigns a performance requirement to the tasks, which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the County. Correspondingly, the acceptable quality level establishes a maximum allowable error rate or variation from the standard.

Monthly payments to the Contractor will be reduced for incomplete performance using the following methods:

- a) Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- b) The Contractor will be notified of any deficiency identified during the term of the contract. Contractor shall take appropriate corrective action upon notification. In the event of such notification, the Contractor shall explain in writing within five (5) days of receipt, why performance was unsatisfactory, how performance will be brought into compliance with contract specifications and standards and how the problem will be prevented.
- c) Contractor will have two (2) days including weekends to rectify any deficiencies identified by the County's Contract Coordinator. Failure to rectify within two (2) days shall result in non-payment for the area in question.
- d) Tracking Sheet submittal to the County on a daily basis of each workday's location work is required.

1.8 SAFETY - The Contractor shall comply with the most current edition of the FDOT Accident Prevention Procedures Manual pertaining to employee safety when working adjacent to roadways. The Contractor will be responsible for obtaining a copy of this manual by contacting FDOT Maps and Publications Department in Tallahassee. The Contractor shall also abide by all applicable OSHA standards.

1.9 - SMOKE FREE ENVIRONMENT - Smoking is prohibited in County buildings except for designated smoking areas. Smoking is not permitted in offices or common areas such as hallways, stairwells, restrooms, elevators, entryways, lobbies, conference rooms, classrooms. Permissible areas will be so designated.

1.10 NO WORK WILL BE PERFORMED ON LEGAL COUNTY HOLIDAYS OR SUNDAYS, UNLESS AUTHORIZED BY COUNTY CONTRACT ADMINISTRATOR. Days designated by Seminole County as legal holidays. These days are:

- a) New Year's Day
- b) Martin Luther King's Birthday
- c) Memorial Day
- d) Independence Day
- e) Labor Day
- f) Veteran's Day
- g) Thanksgiving Day
- h) Day after Thanksgiving Day
- i) Christmas Day

When such holidays fall on Saturday, the preceding Friday shall be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday.

1.11 SECURITY - The Contractor shall be responsible for the security of his/her property and the property of the Contractor's employees.

1.12 OFFICE AND STORAGE AREA - The Contractor shall furnish his/her own office and storage area off post.

1.13 VEHICLE REGISTRATION - All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be properly registered, insured, licensed and safety inspected in accordance with applicable Federal, state and local government requirements.

1.14 CIRCUMSTANCES TO BE REPORTED - The Contractor and the Contractor's employees shall report any circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of the work, unhealthy or hazardous conditions, and any delays or interference with the work caused by County employees. Such items shall be reported to the County's

Contract Coordinator immediately upon discovery by the Contractor. Emergency repairs must be notified immediately to EOC at 407-665-5100.

1.15 REPORTING CRIME OR SUSPICIOUS ACTIVITIES - The Contractor shall report any crime to the EOC at 407-665-5100 and law enforcement personnel immediately upon learning of the crime. The Contractor shall also report all suspicious activities or conditions conducive to crime immediately.

1.16 DAMAGES DUE TO FIRE, THEFT, ACCIDENT OR OTHER DISASTER - The County will not be responsible for damage due to fire, theft, accident, or disaster to the Contractor's supplies, materials, equipment, or Contractor's personal belongings brought into the County buildings or onto the government grounds.

1.17 EQUIPMENT/SUPPLIES - The Contractor shall furnish all equipment and supplies necessary to perform the required services.

1.18 HAZARDOUS CHEMICALS - When a substance is determined to be hazardous, the Contractor shall perform in accordance with regulations such as OSHA.

1.19 MATERIAL SAFETY DATA SHEETS - The Contractor shall submit, at the request of the County's Contract Coordinator, any or all Material Safety Data Sheets for hazardous materials proposed for use in the performance of the contract. In addition, the Contractor shall maintain copies available for review by the Contractor employees.

1.20 PREMISES - Contractor shall assume full responsibility for any damage to any County, other contractors, or homeowner's property caused or alleged to have been caused by or incident to the execution of this Work.

1.21 MAINTENANCE OF TRAFFIC - During work to roadways, the Maintenance of Traffic shall conform to the Florida Department of Transportation's (FDOT) most current editions of "Roadway and Traffic Design Standards" for Design, Construction, Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways." These documents can be ordered from the State of Florida Department of Transportation, Map and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. A proposed traffic control plan shall be submitted to County Representative for approval prior to starting work. Lane closures will be limited to non-peak traffic volume hours and only as approved by the County Traffic Engineering Division.

1.22 HURRICANE PREPAREDNESS - The contractor shall be responsible for implementing any necessary course of action to secure maintained facilities in the event of any severe weather situations. The contractor shall follow all guidelines found in the County's Hurricane Preparedness Information Guide.

1.23 LANDSCAPE SERVICES - Some landscape services will be suspended during in the beginning of the contract until services are needed. Do to the refurbishing of the park.

Section 2.0 - Scope of Services

2.1 LANDSCAPED BED MAINTENANCE

2.1.1 Intent - Landscaped Bed Maintenance constitutes professionally maintaining all landscape areas within designated county properties. Plant maintenance shall include, but not be limited to shearing, pruning, mulching, weeding, fertilizing, chemical applications of insecticides / fungus, straightening, and all other care required for property health and vigorous growth of the plants. Prior to removal of deceased/dying plant material, the Contractor shall obtain County authorization.

2.1.2 Method of Operations - All beds areas shall have all grass, weeds, litter, terminally diseased or damaged plants and undesirable growth removed to maintain the landscape in a healthy attractive condition. Removal of dead shrubs and groundcover shall be included under routine Landscape Bed Maintenance. The Contractor shall notify and obtain approval by the County's Contract Coordinator prior to removing dead material.

The Contractor shall prune all plants from the edges of sidewalks, roads, driveways, fences ,and structures to ensure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental pruning to keep pedestrian clearance at no less than 6" inches back from edge of pavement from encroaching shrubs shall be done according to International Society of Arboriculture (I.S.A.) Standards. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections shall occur on all shrubs according to local Engineering and I.S.A. standards.

2.1.3 Quantity and Frequency of Maintenance – The Contractor shall complete **30 bed maintenance cycles** per calendar year. The breakdown per month of service is as follows:

Month:	Quantity of Cycles
January	2
February	2
March	2
April	2
May	3
June	3
July	3
August	3
September	3
October	3
November	2
December	2

2.1.4 Pruning - Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. Flowering shrubs shall not be pruned until after the bloom cycle. If a plant species blooms year-round, then pruning shall be performed in the spring after the first flush of blooms.

Grouped plantings shall be allowed to form masses appropriate to the species. Or shrubs can be kept to individual plantings. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the County Representative or their designated representative.

Pruning shall include but not be limited to removal of vegetation, which is dead, damaged or diseased. Removal of dead or faded flowers shall be performed on an as needed basis.

The contractor is required to remove all pruned materials and debris from the site after each service.

Plant growth regulators can be applied only if approved by the County Representative or his designated representative.

Contractor will be required to follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.

Beds damaged by accidents or public functions shall be trimmed, removal of broken plant material, graded back to a maintained condition.

Shrubs that die back from freeze will be pruned back at the end of winter.

Pruning for site distance at intersections will occur on all shrubs according to local Engineering and I.S.A. standards. Hedges shall be maintained set a specific height as to locations. All shrubs within a clear sight zone shall be kept at a 24" minimum height or less if directed by County for safety reasons from the roadway.

Large shrub grasses shall be pruned back to 4" to 6" level at the end of winter.

2.1.5. Quality - Shrubs, groundcovers, and materials damaged by the Contractor or neglected diseased plants left untreated shall be replaced or reworked by the Contractor at his/her expense. Replacement plants shall conform to the species/variety, grade, standard, and size to match existing plants. Replacement material, which is smaller or otherwise different from the original plants, must have prior County approval.

All replacement material must have prior County approval. Contractor shall not be responsible for acts of God such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services.

After mowing occurs grass clippings shall be removed from the planter bed and tree rings.

2.1.6 Pest Control/Weeding - All areas within landscape beds must be mulched and maintained weed free.

Ornamental beds, hedge areas, and tree basins will be kept weed free by such mechanical means as hoeing or hand pulling, and/or by herbicide applications. Where chemical weed control is thought to be necessary, contractors are encouraged to use the least toxic, target-specific materials and methods.

Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, disease and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices. Weeds and grass in beds or mulched areas will be removed each ordered cycle by hand or selectively by chemical, if chemicals will not result in damage to plants or leave an unsightly appearance. Machine edge all beds and power blow any clippings from impervious areas. **IPM** is the coordinated use of pest and environmental information and available pest control methods to prevent unacceptable levels of damage by the most economical means with the least possible hazard to people, property, and the environment. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices. **All bags and debris are to be removed that day of service, no exceptions.**

2.1.7 Application of Insecticides and Fungicides - Planting beds attacked by, or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the County's Representative prior to the application of insecticides and fungicides. The Contractor shall also treat any shrubs, or trees deemed to be infested by the County Representative per consultant recommendations.

The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.D.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. **The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Landscape Bed Maintenance.**

Disease and other pests shall be identified and reported to the County with recommendation of remedial treatment within hours of the site visit. If directed by the County's Contract Coordinator, work shall be completed within two (2) days from time of notification. Upon County approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides. The written results of work completed along with the reporting sheet and M.S.D.S. sheets for any proposed chemical shall be sent to the County's Contract Coordinator within twenty-four (24) hours of the completion of each cycle

2.1.8 Fertilization - The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the County's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Areas to be fertilized will coincide with areas specified in Pre-App meeting.

Shrubs, and ground covers shall be fertilized with granular slow-release fertilizer at the rate of the label. The fertilizer shall contain both nitrogen and potassium, in slow-release form. A soil test should be used to determine if magnesium (Mg), and minor elements such as iron and manganese are needed. If the soil test indicates that these elements are needed, fertilizer should contain 3% - 5% magnesium (Mg) and 1% - 2% of iron and manganese.

Fertilizer type depends on soil conditions. Nutritional deficiencies may develop due to soil conditions, such as alkaline pH or compacted soils, or damaged and diseased root systems. Deficiencies of specific nutrients shall be treated with applications of the needed nutrient in accordance with UF/IFAS recommendations until deficiencies are corrected.

Fertilizer shall be broadcast around plants uniformly but will never directly contact stems and trunks. Fertilizers shall be spread evenly.

The cost of monitoring and correcting these problems may be built into the contract maintenance.

Fertilization scheduling shall not exceed the recommendations from the UF/IFAS Extension Service and should comply with the Green Industries Best Management Practices, and state and local ordinances. Local fertilizer regulations prohibit the use of nitrogen fertilizers during the summer months.

Two applications of fertilizer to all county property landscape beds shall be applied in the spring/ fall. **The cost of all work and materials for fertilizing shall be in the separate unit price Proposal for fertilizing landscape beds.**

2.1.9 Herbicide – Herbicide application constitutes pre-emergent and post-emergent treatment of undesirable grass, weeds, vegetation and plant material growing in, along and around landscape areas with an approved herbicide to maintain these areas in an attractive and manicured condition. Herbicide use shall be limited to specific sites or undesirable growth in the landscape areas identified by the Contractor and authorized by the County's Contract Coordinator.

The Contractor shall keep all planted areas free of weeds. Weeds in the landscape (turf and ornamentals) shall be controlled by mechanical removal and /or with pre-emergent and post-emergent herbicides.

Herbicides shall not be applied when there is a danger of winds that could cause spray drift and damage to the surrounding landscape areas.

The non-selective post-emergent herbicides used shall be *Glyphosate* or County approved equivalent applied in conformance with the manufacturer's

instructions. The application of pre-emergent herbicide should be considered and incorporated into the schedule. Selective herbicides shall be approved by the County's Contract Coordinator. **The cost of all work and materials for herbicide shall be in the unit price bid for Landscape Bed Maintenance.**

Note: Herbicides shall not be used as a substitute for planter bed edging.

- a) Quantity and Frequency of Herbicide Treatment - The total number and timing of the cycles will depend upon the type of herbicide used and growth conditions during the season.
- b) Limitation of Operations - Herbicide treatment will be on an as-needed basis during the cycles for Landscape Bed Maintenance. The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. Plants, grass and trees damaged by the improper use of herbicides will be replaced by the Contractor at this/her expense. Replacements will be of the same size and type and originally planted quality of those damaged.
- c) Quality - If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the County. Overspray of herbicide resulting in plant or turf mortality will result in replacement at no additional expense to County.

2.10 Mulching - Mulching constitutes providing and placing Mini-Pine Bark Nuggets mulch and Pine Straw mulch in designated areas.

- a) Quantity and Frequency of Mulching - Mini-Pine Bark Nugget and Pine Straw mulch (as determined by site through County's Contract Coordinator) shall be installed as directed in all designated Landscaped Beds in a settled manner to a depth of three (3) inches. All bed line edges will be trenched to help contain the applied mulch. One application of mulch to all landscape beds shall be applied in the spring. All tree rings shall be installed with mulch at 3" depth. All fence lines shall be mulched. **The cost of all work and materials for mulch for a single 3"inch level application for all the beds and trees rings shall be in the unit price for mulch for the entire property.**
- b) Method of Operations - Mulch shall be supplied by the Contractor, delivered to the site and applied in the areas specified. Mulch shall be placed by hand to a settled but not tightly compacted consistency.

- c) Quality - Mulch shall be free of insects, disease, debris, trash, seeds, etc., and placed in such a manner as to provide a neatly groomed settled appearance in accordance with industry standards.
- d) Maintenance - Mulch shall be maintained kept spread out evenly in all bed and tree rings no mounding shall occur to the landscape material at all times.

2.2 TURF MAINTENANCE

2.2.1 Intent - Landscaped Turf Maintenance constitutes professionally maintaining all grass landscape areas within designated county properties. Sod maintenance shall include, but not be limited to Mowing, edging, mulching, weeding, fertilizing, chemical applications of insecticides / fungus, straightening, and all other care required for property health and vigorous growth.

Turf damaged by accidents shall be corrected by removal of debris, graded back and repair sod to a maintained condition. Maintain weed free turf.

2.2.2 Edging - All properties shall be edged with power edger to control encroachment of grass on sidewalks (of any surface), curbing, tree rings, roadways, valve boxes, landscape beds, and parking lots. Edging shall occur with each mowing service. Edging shall not be considered complete until all undesirable material has been removed from over the above-mentioned areas. Failure to do so will result in non-payment for entire area. Handheld or walk behind edgers will be the only method approved for edging.

2.2.3 Herbicide - Is to be used for spot spraying of expansion joints of curb gutters, sidewalks, and Curb Inlets. Herbicide along walls and fence lines will be permitted. *Glyphosate* will be the only herbicide allowed to be used, any other type of herbicide will require approval by the County's Contract Coordinator. The Rate of Herbicide that is applied is to comply with the manufacturer's label. Herbicide shall not be used as a replacement for weed eating, edging or in areas susceptible to erosion.

2.2.4 Weed Trimming - All areas that are inaccessible to mowing machinery such as slopes, ditches, berms, lake-ponds, fencing, steep shoulders, etc. shall be weed trimmed. Weeds along and in the pavement edge of curb lines of hardscaped medians/walkways containing landscape materials shall be addressed each service cycle to discourage the rapid reoccurring growth within the expansion joints areas. All amenities such as kiosks power poles, benches, trees etc. shall be weed trimmed unless approved by County Contract Coordinator. Herbicide controls may be used for fence lines.

2.2.5 Mowing - All turf areas shall be cut to a uniform height of no less than 3.5" (three and one half inches) Vendor shall make every effort not to cause "scalping" while mowing any area. Any turf or hardscape area that has been damaged by equipment shall be fixed or replaced at no cost to the County.

Mower blades will be always sharp to provide a quality cut.

It is not necessary to remove grass clippings if no readily visible clumps remain on the grass surface 24 hours after mowing. Otherwise, contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, contractor will collect clippings until the disease is controlled.

2.2.6 Litter Removal - All litter and debris are to be removed during each mowing cycle. Litter and debris removal includes the pickup, removal and disposal of any item not permitted such as but not limited to; cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. The cost of all work and materials for litter removal shall be included in the unit price bid for mowing. The following shall be "power blown" at the conclusion of each mowing cycle: sidewalks, surfaces, parking lots, concrete medians and building entrance ways.

2.2.7 Cuttings and Trimmings - It shall be the responsibility of the Contractor to remove or disperse any vegetative clippings from hard surfaces following mowing. Under no circumstance are drainage structures to be used as disposal sites.

Clippings will be swept, blown, or vacuumed from sidewalks, patios, curbs, and roadways immediately after mowing or edging. They will not be blown into storm drains, tree rings or planter beds. Any damage to vehicles, including damage from vegetative debris and grass clippings, is the responsibility of the contractor.

Mowing must be directed away from water bodies and impervious surfaces. Turfgrass clippings are a source of slow-release nitrogen. Leaving the clippings, rather than removing and bagging them, reduces both fertilization needs and the amount of plant material that must be disposed. *Note: no plant material is allowed in Florida landfills.* No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be raked into the turf or immediately collected and removed by the contractor.

2.2.8 Application of Insecticides and Fungicides - Turf attacked by, or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the County's Contract Coordinator prior to the application of insecticides and fungicides. The Contractor shall also treat any turf deemed to be infested by the County Representative per consultant recommendations.

The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.D.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances, and statutes of the Federal, State and County, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. **The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Landscape Turf Maintenance.**

Disease and other pests shall be identified and reported to the County with recommendation of remedial treatment within hours of the site visit. If directed by the County's Contract Coordinator, work shall be completed within two (2) days from time of notification. Upon County approval, the Contractor shall be

responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

2.2.9 Fertilization - The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the County's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Areas to be fertilized will coincide with areas specified in Pre-App meeting.

Turf shall not be fertilized when heavy rain is expected. A "Ring of Responsibility" will be left around or along water bodies. The Ring of Responsibility shall extend at least 10 feet from the edge of the water.

Fertilizers must contain slow-release nitrogen and will be applied at the rate of no more than one pound of nitrogen per 1,000 square feet. This is calculated by dividing the percentage of nitrogen into 100. (Example: If the ratio 15-0-15 is used, then 6.6 pounds of the fertilizer will be spread over 1,000 square feet of lawn area).

Fertilization should comply with the Green Industries Best Management Practices, and state and local ordinances. Local fertilizer regulations prohibit the use of nitrogen fertilizers during the summer months.

- a) Formula - The formula to be used on all the turf shall be **15-0-15 with micronutrients**, or any other comparable fertilizer approved by the County's Contract Coordinator.
- b) Rate - This fertilizer shall be applied in turf areas at the rate of 6.6 pounds per 1000 square feet.
- c) Application - Two applications of fertilizer to all county properties in the turf areas shall be fertilized both turf shall be applied in the spring/fall. The cost of all work and materials for fertilizing shall be in the separate unit price Proposal for fertilizing landscape turf.

2.2.10 Quantity and Frequency of Maintenance, Sod – The Contractor shall complete **33 mowing cycles** per calendar year for areas of sod. The County reserves the right at any time to adjust mowing frequency. The breakdown per month of service is as follows:

Month:	Quantity of Cycles
January	1
February	1
March	2
April	3
May	4
June	4
July	4

August	4
September	4
October	3
November	2
December	1

2.3 LITTER/ DEBRIS MAINTENANCE SERVICE

2.3.1 Intent - The contractor shall have a separated crew for this service. Emptying of all Trash Receptacles. All litter and debris are to be removed during each maintenance service cycle in or on landscape beds, tree rings, turf areas, curbs concreted medians. Litter and debris removal includes the pickup, removal and disposal of any item such as cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. Contractor is to supply their own trash bags.

2.3.2 Quantify of Maintenance – Litter/Debris removal service shall be delivered at a maximum of 104 cycles per year. All pavement/ concrete structures areas shall be blown during each Monday & Friday. If landscape maintenance occurs on a Friday, Litter/Debris Maintenance Service shall not be additionally charged.

2.3.3 Pavement/Walkway/ Curb Debris Removal - All debris is to be swept, scraped, power blown cleaned removed during each maintenance service cycle. Litter and debris removal includes the pickup, removal, and disposal of any not permitted item such as leaves, sticks, branches, cigarette butts, wood, landscape debris, etc., which will result in an objectionable appearance.

2.3.4 GRILL CLEANING-The barbecue grills at the parks shall be cleaned out on Mondays and Fridays.

2.3.5 Pavilion/ Tennis Courts, Basketball Courts/ Hockey Rink/ County Structures All debris is to be swept scraped, power blown cleaned removed during each maintenance service cycle. Litter and debris removal includes the pickup, removal, and disposal of any not permitted item such as leaves, sticks, branches, cigarette butts, wood, landscape debris, etc., which will result in an objectionable appearance.

2.4 TREE and PALM MAINTENANCE

2.4.1 Intent - The Contractor shall prune all plants from the edges of buildings, roads, driveways, fences and sidewalks to ensure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental tree pruning to keep the facility trees and shrubs for clearance shall be done according to International Society of Arboriculture (I.S.A.) Standards. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections will occur on all trees according to the I.S.A. standards. All trimming cost shall be built with the turf maintenance unit cost. All incidental tree pruning to keep pedestrian clearance at no less than 12' (twelve feet) above pavement and no less than 12" inches back from edge of pavement from encroaching shrubs shall be done according to International Society of Arboriculture (I.S.A.) Standards. Pruning

for site distance at intersections will occur on all trees according to local Engineering and I.S.A. standards.

All park palms shall be pruned once a year or needed to remove dead fronds and weak stalks. Removal of lose/old boots to make the palm a clean and neat appearance. Frond trimming shall only between 9 and 3 under the direction of the County's representative. The ANSI 300 ad ANSI Z-133 Standards and Seminole County tree ordinances. They shall be trimmed in early spring and must be done by April 30th.

All Crape myrtles shall be pruned to remove all the overgrowth and seed pods during the dormant winter period. They shall be pruned out to be a neat clean appearance. Suckers shall be removed year-round. They must be trimmed by March 1st.

Contractor shall keep trees free of Ball Moss.

2.4.2 Pruning Shall Include the Following Items:

- a) Dead, dying or unsightly part of the tree.
- b) Removal of sucker growth from the base of trees in which an exposed trunk character is desired.
- c) Branches that grow toward the center of the tree.
- d) Crossed branches that may rub together.
- e) "V" crotches if it does not ruin the appearance of the tree.
- f) Multiple leaders if the tree normally has a single stem.
- g) Nuisance growth that interferes with the view, traffic, signage, walks or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people.
- h) Shape the top of small trees as needed.
- i) All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the contractor's expense.
- j) Pruning of trees and palms shall only take place under the direction of the County's representative
- k) Removal of tree infected with mistletoe early on shall be removed.
- l) Contractor will be required to follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.
- m) Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, shall be at the County's expense.
- n) Right of way tree and shrub shall be pruned back from or up to eliminate unsafe conditions for pedestrian use

2.4.3 Fertilization - The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the County's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Areas to be fertilized will coincide with areas specified in Pre-App meeting.

Contractor shall not be fertilized when heavy rain is expected. A "Ring of Responsibility" will be left around or along water bodies. The Ring of Responsibility shall extend at least 10 feet from the edge of the water.

Palms shall be fertilized with a granular, slow-release fertilizer. An acceptable formulation is 8-2-12-4 (N, P, K, Mg plus micro-elements). Mature palms require five pounds of fertilizer per application. For palms under ten feet tall, two pounds per application will be adequate.

Trees shall be fertilized with a slow-release fertilizer at the rate recommended by label. The fertilizer shall contain both nitrogen and potassium, in slow-release form. A soil test should be used to determine if magnesium (Mg), and minor elements such as iron and manganese are needed. If the soil test indicates that these elements are needed, fertilizer should contain 3% - 5% magnesium (Mg) and 1% - 2% of iron and manganese.

Fertilizer type depends on soil conditions. Nutritional deficiencies may develop due to soil conditions, such as alkaline pH or compacted soils, or damaged and diseased root systems. Deficiencies of specific nutrients shall be treated with applications of the needed nutrient in accordance with UF/IFAS recommendations until deficiencies are corrected.

Fertilization scheduling shall not exceed the recommendations from the UF/IFAS Extension Service and should comply with the Green Industries Best Management Practices, and state and local ordinances. Local fertilizer regulations prohibit the use of nitrogen fertilizers during the summer months.

2.4.4 Pest and Disease Management - All County Trees and Palms within the scope of this contract shall be managed by the contractor. The contractor shall control or eradicate infestations by damaging, chewing or sucking insects, leaf miners, fire ants and other pests and diseases by spraying the affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. The contractor shall be fully licensed to spray pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

2.5 IRRIGATION MAINTENANCE

2.5.1 Intent - The contractor shall be responsible for the operation and maintenance of the Common area irrigation system, and for setting and adjusting the time clocks to ensure proper watering of all plant material and turf in the landscape. The contractor shall be responsible for the labor and supervision needed to make minor irrigation repairs to the lateral lines, risers and sprinkler heads of the irrigation system up to three (3") inches in diameter as required to keep the system operating. *This cost shall be in the unit cost for turf maintenance.* All Major repairs to main lines, valves, pumps and intake piping shall be reimbursed by the County/Division. Reimbursable repair work shall require authorization by the County's Contract Coordinator prior to commencement.

2.5.2 Method of Operations - Prior to the commencement of the maintenance program, the contractor shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the County/Division. The contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

Time clocks shall be checked once a week or as may be required. The contractor shall, check twice per month and fully operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by traffic accidents or the contractor's operation shall be replaced with the same equipment and by the same manufacturer unless otherwise approved by the County's Contract Coordinator.

The irrigation shall be capable of providing 1 ½" of water to all turf and shrub beds each week or as often as required to provide a uniform, lush green landscape appearance. The system shall be adjusted during the various seasons. The contractor shall be required to make all repairs within a minimum 24-hour period or sooner as requested by the County's Contract Coordinator. Any form of damage to the irrigation system must be reported to the County's representative immediately upon discovery.

Irrigate as necessary during periods of little or no rainfall unless there is an automatic irrigation system in place. Supply any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimal health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the contractor. If plant material dies due to the lack of water the contractor shall be responsible for replacement at no cost to the county.

A written irrigation inspection schedule shall be provided by the contractor to the County's Contract Coordinator. The contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
RELEASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

**S
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P**



ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
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SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

ORDER INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	0.00
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PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

Exhibit C- Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing (Price Per Acre)	1	Acre	\$145.00	\$145.00
2	Trash Removal (Price Per Trash Can)	1	Can	\$10.00	\$10.00
3	Mowing (33 Visits)- Price Per Occurrence	1	Visit	\$5,500.00	\$181,500.00
4	Bed Maintenance (30 Visits) - Price Per Occurrence	1	Visit	\$900.00	\$27,000.00
5	Trash Visit (104 Visits) - Price Per Occurrence	1	Visit	\$60.00	\$6,240.00
6	Fertilization (2 Visits--As Needed) - Price Per Occurrence	1	Visits	\$21,000.00	\$42,000.00
TOTAL ANNUAL COST					\$256,740.00

Agreement Name: Rolling Hills Grounds Maintenance

Agreement Number: IFB-604672-23/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604672-23/LAS are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604672-23/LAS for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

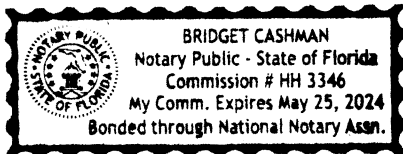
[Balance of this page intentionally blank; signatory page follows]

DATED this 06 day of December, 2023.

Consultant Name _____
By: [Signature]
Print Name: David Monroe
Title: Manager

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 6th day of December, 2023, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David Monroe, who is personally known to me or who has produced _____ as identification.



Bridget Cashman
Print Name _____
Notary Public in and for the County Orange
and State Aforementioned
My commission expires: May 25, 2024