

**TERM CONTRACT FOR MISCELLANEOUS PROPERTIES LANDSCAPE MAINTENANCE
(IFB-603714-20/TLR)**

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **AMERISCAPES LANDSCAPE MANAGEMENT SERVICES, LLC**, a limited liability company duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 568762, Orlando, Florida 32856, 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”.

W I T N E S S E T H:

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

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

WHEREAS, CONTRACTOR is competent, qualified and desires to provide COUNTY the materials and 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. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and 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 materials and services will be specifically enumerated, described, and

depicted in the Release Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and 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 five (5) 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 Materials and Services. Authorization for provision of materials and 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 materials and services required, state the dates for delivery of materials and 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 materials and 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 materials and services provided for under this Agreement on a Fixed Fee basis. 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 as Exhibit C, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and 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 materials and 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 materials and 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 materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

A copy of the invoice must be sent to:

Seminole County Greenways and Natural Lands Division
100 E. 1st Street, 4th Floor
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 materials and services required under this Agreement and upon acceptance of the materials and 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. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(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 materials and 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.

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, 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. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(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 3.5540, "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 the public 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 EAST 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 any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the 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 Greenways and Natural Lands Division
100 E. 1st Street, 4th Floor
Sanford, FL 32771

For CONTRACTOR:

Ameriscapes Landscape Management Services, LLC
P.O. 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.

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: _____
DAVID MONROE, Manager

Date: _____

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

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
JAIME LOCKLEAR Purchasing and
Contracts Manager

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20_____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

BP/lpk

3/4/20

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Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

Exhibit C - Price Schedule

EXHIBIT A

Scope of Services

1.1 SCOPE OF WORK. The Contractor shall 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

1.2.1 County Representative - All work in this contract will be under the supervision of a designated County Contract Coordinator from the Greenways and Natural Lands Division @ 121 Bush Loop Sanford, FL 32773 Phone 407-665-2001

1.2.2 Contractor Representative – The Contractor will staff a full time representative 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 shall 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 Representative or his designated representative.

The Contractor shall 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 non payment for scheduled services. For the purpose of this contract, all cyclical scheduled work must be completed by that respective Saturday.

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 shall 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 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 Coordinator or designated representative, prior to contract performance and immediately upon any change, throughout the term of this contract.

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 Project 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 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.

1.8 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.

1.9 NO WORK WILL BE PERFORMED ON LEGAL COUNTY HOLIDAYS OR SUNDAYS, UNLESS AUTHORIZED BY COUNTY CONTRACT COORDINATOR.

Days designated by Seminole County as legal holidays. These days are:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- 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.

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

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

1.12 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.

1.13 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 407-665-6650.

1.14 REPORTING CRIME OR SUSPICIOUS ACTIVITIES. The Contractor shall report any crime to the EOC at 407-665-6650 and law enforcement personnel immediately upon learning of the crime. The Contractor shall also report all suspicious activities or conditions conducive to crime immediately.

1.15 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.

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

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

1.18. SAFETY DATA SHEETS (SDS). The Contractor shall submit, at the request of the County's Contract Coordinator, any or all 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.

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

1.20 MAINTENANCE OF TRAFFIC. 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's Contract Coordinator 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.

1.21 GATED FACILITIES ACCESS

For any gated County facilities, the contractor shall provide a schedule to the Contract Coordinator in advance to arrange for access to perform maintenance. Some county facilities may have restrictions on available days for mowing and trimming. The awarded contractor after being background checked may be granted an access key to locations.

Scope of Services

2. – LANDSCAPED BED MAINTENANCE

A. 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.

The written results of work completed along with the reporting sheet and 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.

B. METHOD OF OPERATIONS

All mulched 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 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 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.

Pruning

Pruning of trees and other specimen plants will not be permitted without pre-approval and consent of the County representative or his designated representative.

Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All tree pruning should encourage a single leader and develop a healthy branching structure. Crape myrtles shall only be tip pruned with hand pruners on branch diameters of 1/2 inch or less during the dormant winter period. 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. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the County Representative or his 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.

All trees and large shrubs (crape myrtles) are to be kept sucker and water sprout free. Side shoots and branches may be "headed back" but are to be left on and encouraged on any tree that still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.

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.

Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, shall be at the County's expense.

C. QUALITY

Shrubs, groundcovers, sod, trees, 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.

D. QUANTITY AND FREQUENCY OF MAINTENANCE

Bed maintenance cycles @ 18 per year											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	1	1	1	2	2	2	2	2	2	1	1

E. PEST CONTROL/WEEDING

All areas around trees, palms, and shrubs 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, provided that chemicals will not result in damage to plants or leave an unsightly appearance. 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. The cost of work and materials for pest control/weeding shall be included in the unit price bid for Landscape Bed

Maintenance. For bidding purposes eighteen (18) cycles have been estimated. 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.**

F. 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 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.

G. HERBICIDE

The Contractor shall keep all planted areas free of weeds.

Herbicide 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 non selective post-emergent herbicides used shall be County approved products 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 herbiciding shall be in the unit price bid for Landscape Bed Maintenance.

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 surrounding landscape areas.

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

1. 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.

2. 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.

3. 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.

H. MULCHING

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

1. 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. The cost of all work and materials for mulch application shall be in the unit pricing for bed maintenance.

2. 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.

3. 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.

3 - TURF MAINTENANCE

A. EDGING

All properties shall be edged with power edger to control encroachment of grass on sidewalks (of any surface), curbing, tree rings, roadways, and parking lots. Edging shall coincide 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. Hand held or walk behind edgers will be the only method approved for edging.

B. HERBICIDE

Is to be used for spot spraying of expansion joints of curb gutters, sidewalks and Curb Inlets (crack weeds). Herbicide along walls, fence lines, building structures and gravel areas will be permitted. The contractor's choice 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 weedeating, edging or in areas susceptible to erosion.

C. WEED TRIMMING

All areas that are inaccessible to mowing machinery such as slopes, ditches, berms, fencing, steep shoulders, etc. shall be weed trimmed. All amenities such as kiosks, benches, trees etc. shall be weed trimmed unless approved by County Contract Coordinator. Herbicide controls may be used for fence lines.

D. 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 sharp at all times to provide a quality cut.

It is not necessary to remove grass clippings as long as no readily visible clumps remain on the grass surface 36 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.

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. Blowers shall not be used in parking lots. 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.

E. 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 and building entrance ways.

F. 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.

G. 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 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.

H. QUALITY AND FREQUENCY OF MAINTENANCE

Mowing cycles @ 27 per year											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	1	2	2	3	3	3	3	3	3	2	1

County reserves the right at anytime adjust mowing frequency.

3.1 TREE and SHRUB MAINTENANCE

The Contractor shall prune all plants from the edges of buildings, roads, driveways, fences and sidewalks to insure 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 and shrubs 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 10' (ten feet) above pavement and 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 for site distance at intersections will occur on all trees and shrubs according to local Engineering and I.S.A. standards.

During each mowing cycle, the Contractor will be required to remove and dispose of all vegetation including but not limited to vines, seedlings, weeds and sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all trees, shrubs and plants.

PERFORMANCE WORK STANDARDS

4. 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:

- Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- 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.
- 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.
- Contractor will have two (2) days including weekends to rectify any deficiencies identified by the County Representative. Failure to rectify within two (2) days shall result in non payment for the area in question.

5. LOCATIONS

Group	Misc. Properties Landscape
M1	County Indigent Cemetery - College Dr behind 5 points area Sanford
M2	Five points Entrance - US 17-92 Sanford
M3	Seminole County Fleet Complex. - 141 Bush Loop Sanford
M4	Seminole County Fleet Storage Yard - 137 Eslinger Way Sanford
M5	Traffic Eng. Office and Shop - 140 Bush Loop Sanford
M6	Transmitter Altamonte - 3606 Newburyport Ave Altamonte Springs
M7	Transmitter Chuluota - 1301 Tropical Ave Oviedo
M8	Transmitter Dike Road - 3574 Dike Rd Oviedo
M9	Transmitter Five Points - 141 Bush Loop Sanford
M10	Transmitter Geneva - 201 Oak St Geneva
M11	Transmitter Oviedo - 406 Alexandria Blvd Oviedo
M12	Transmitter Paola - 4905 Wayside Dr Sanford
M13	Transmitter Sabal Point - 930 Wekiva Springs Rd Longwood
M14	Transmitter Geneva Landfill - 1930 E Osceola Rd Geneva
M15	Transmitter Yankee Lake - 501 Yankee Lake Rd Sanford

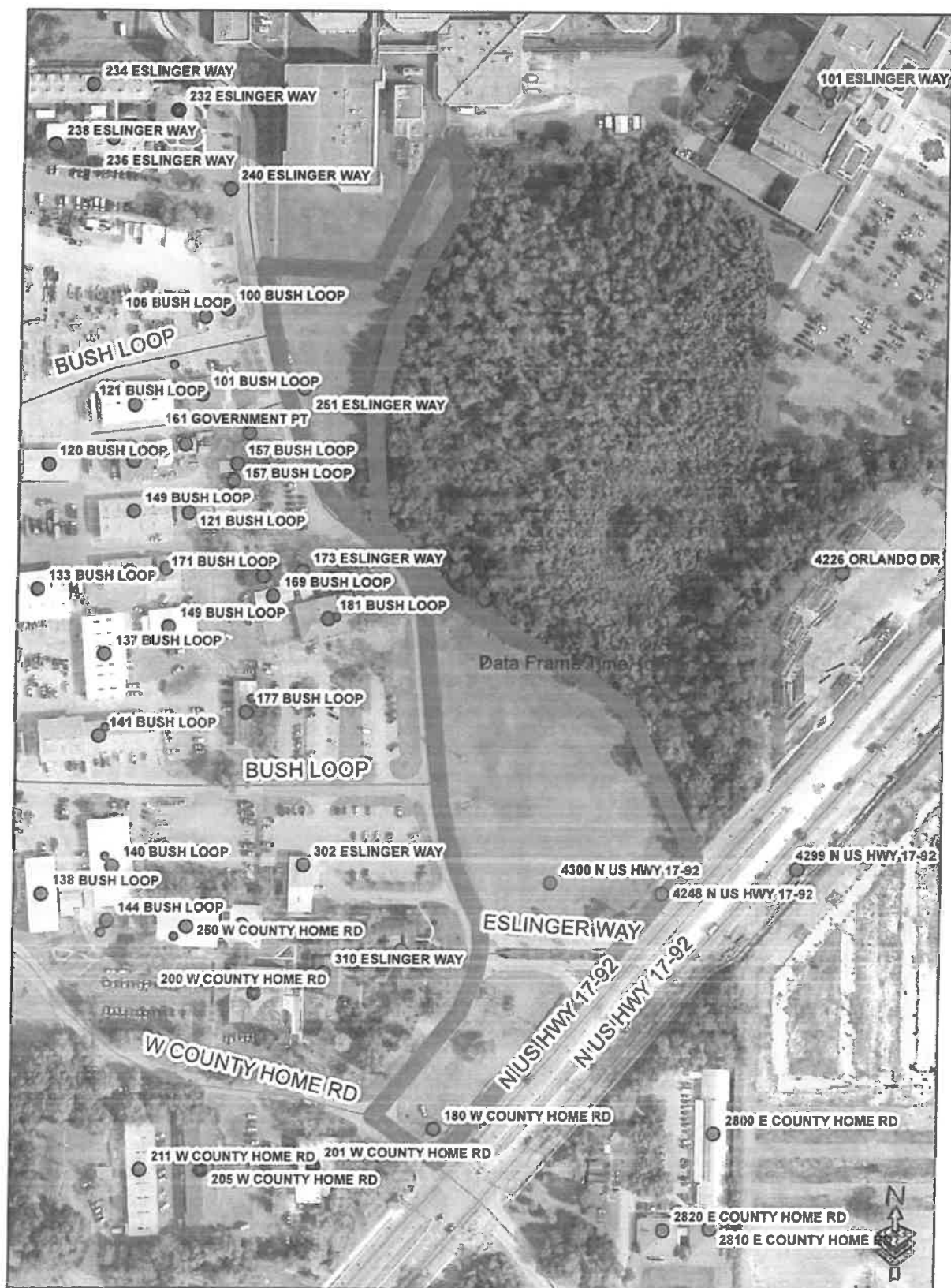
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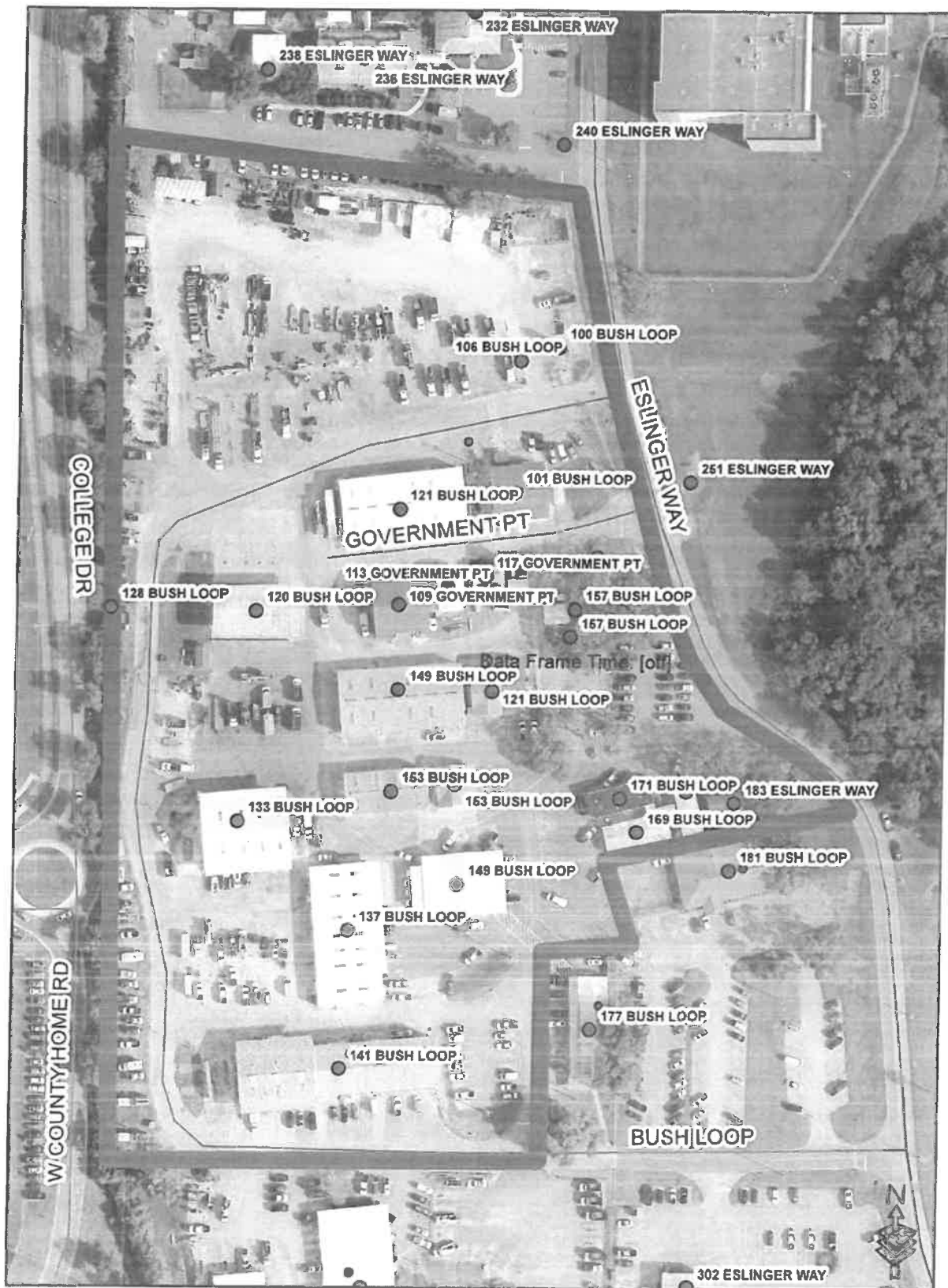
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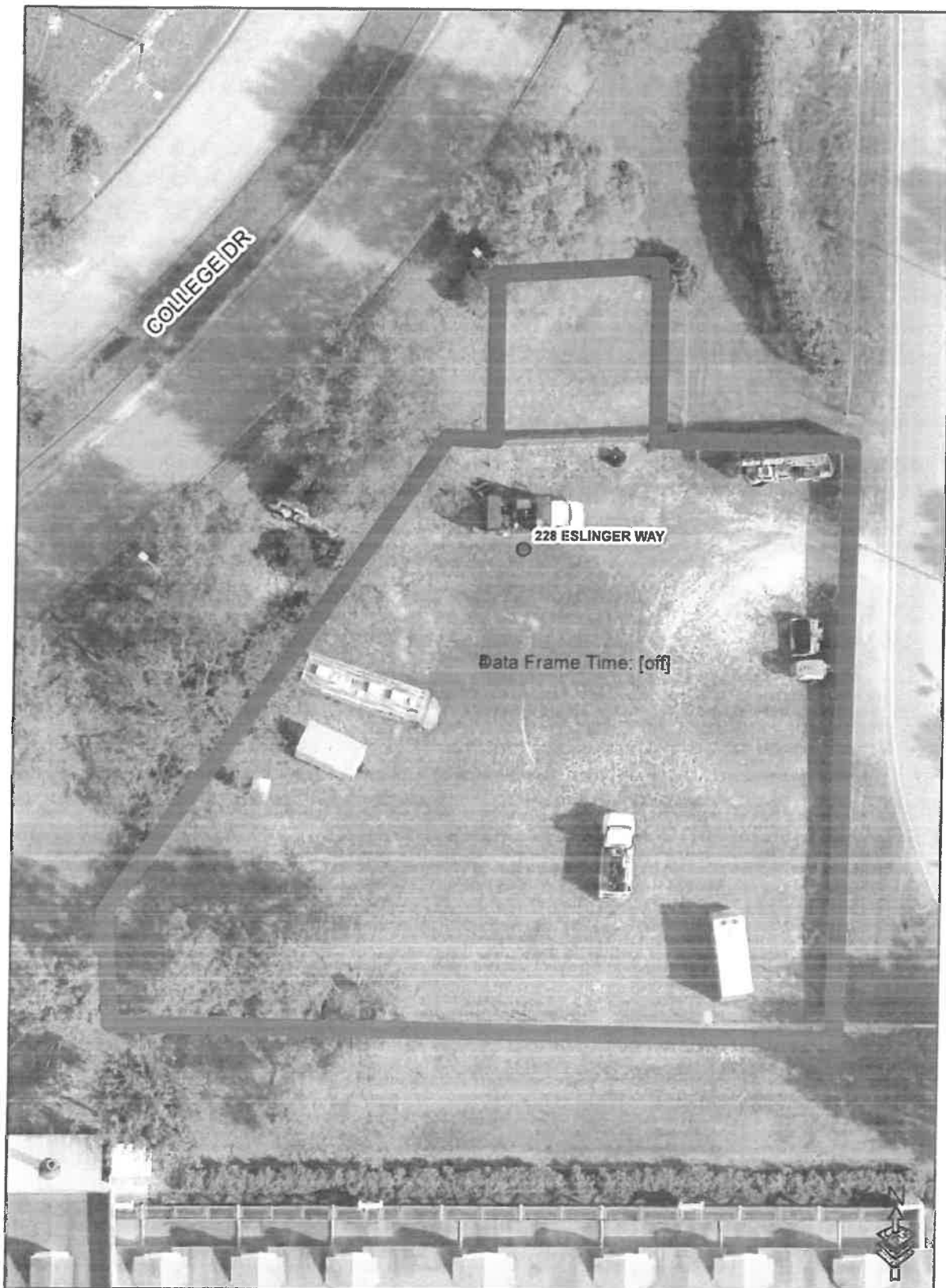
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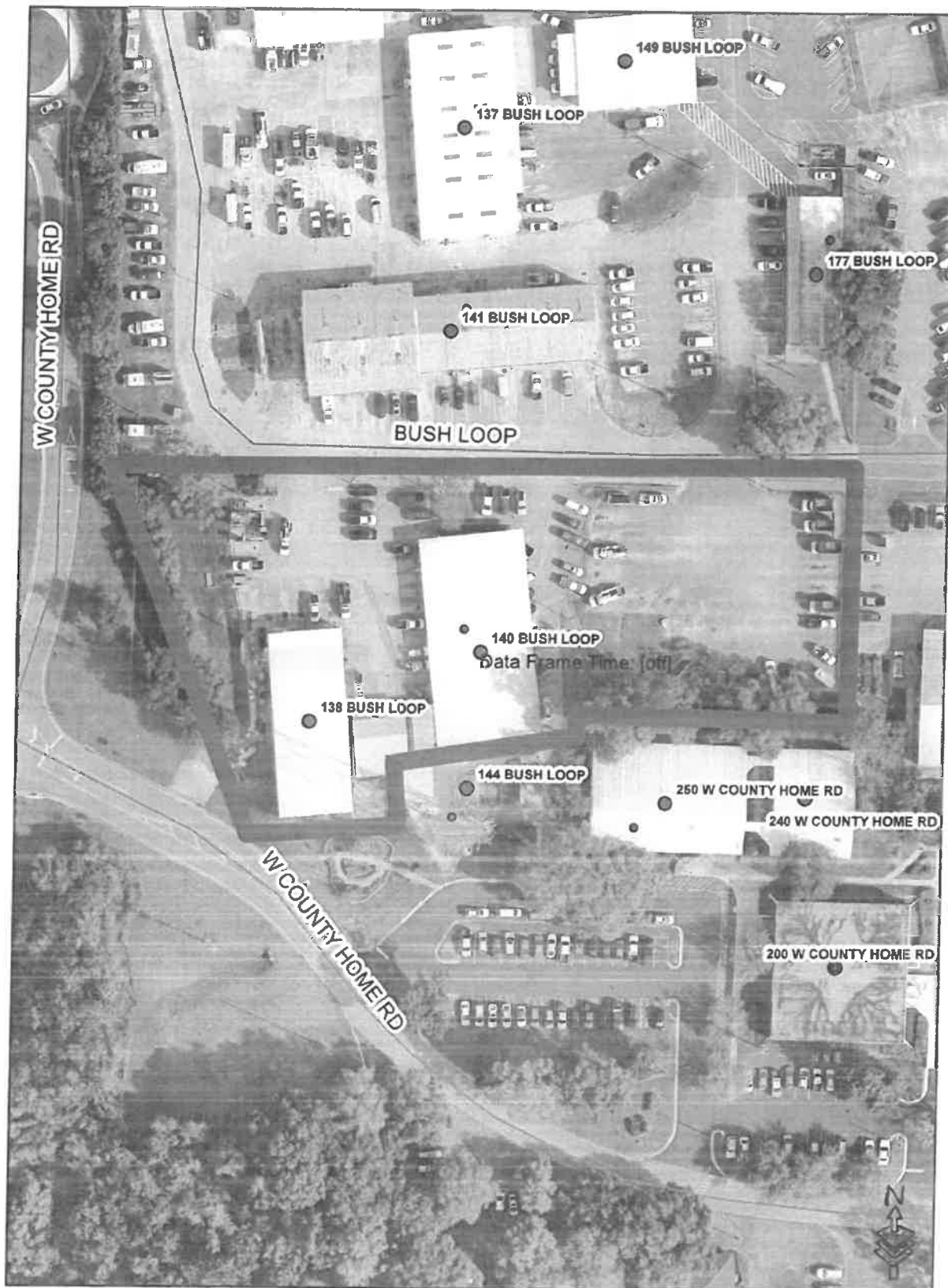
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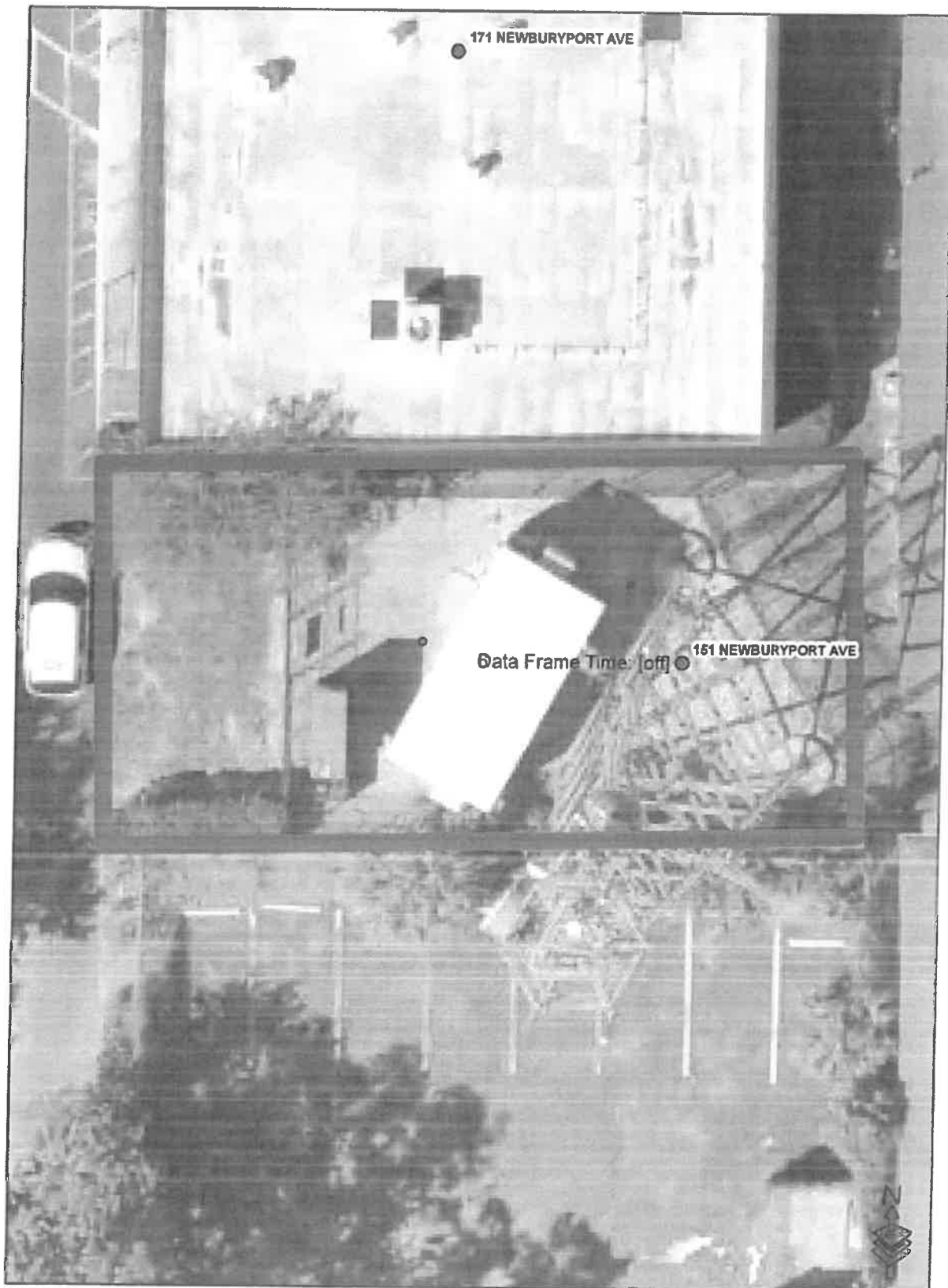
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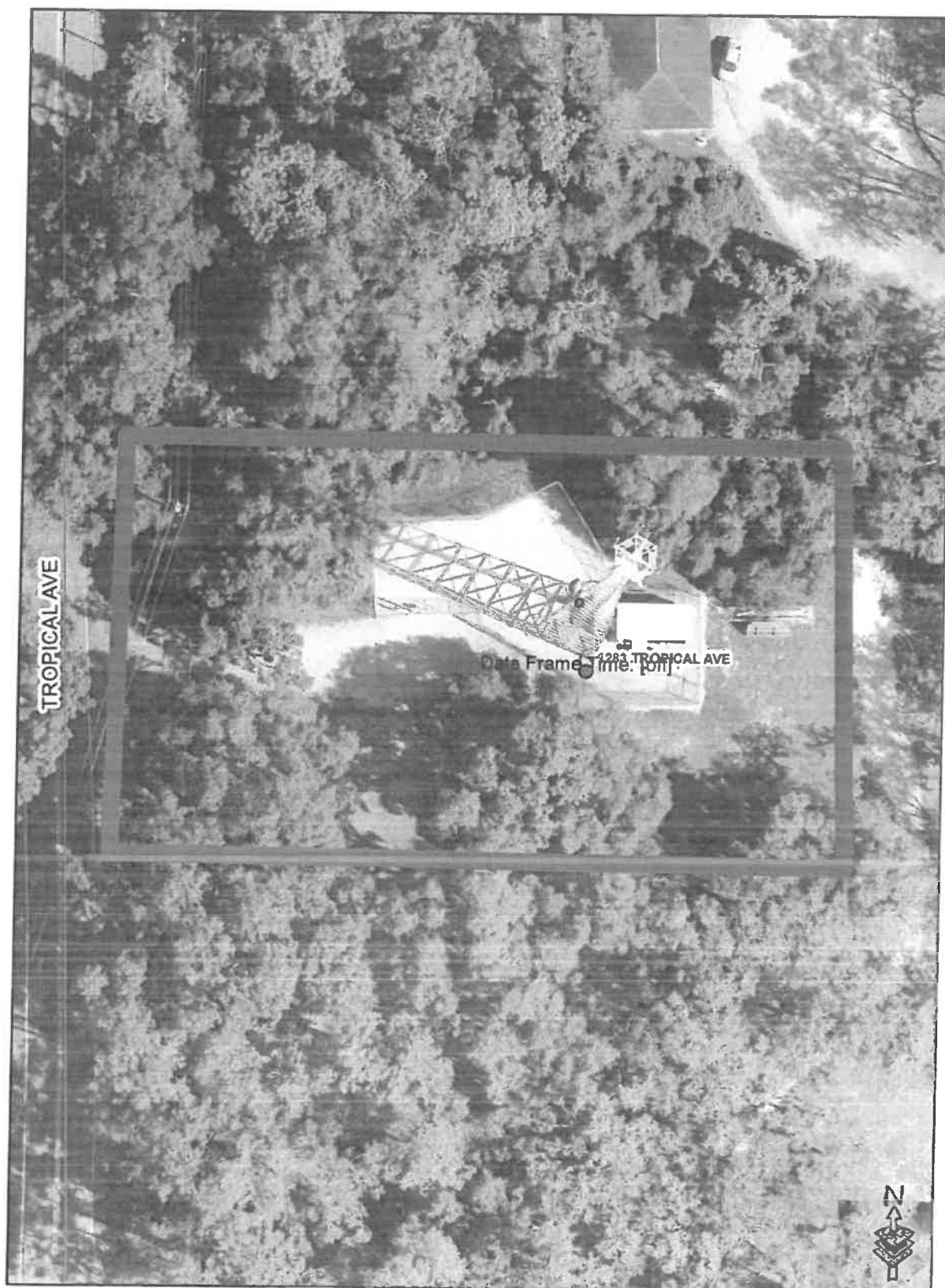
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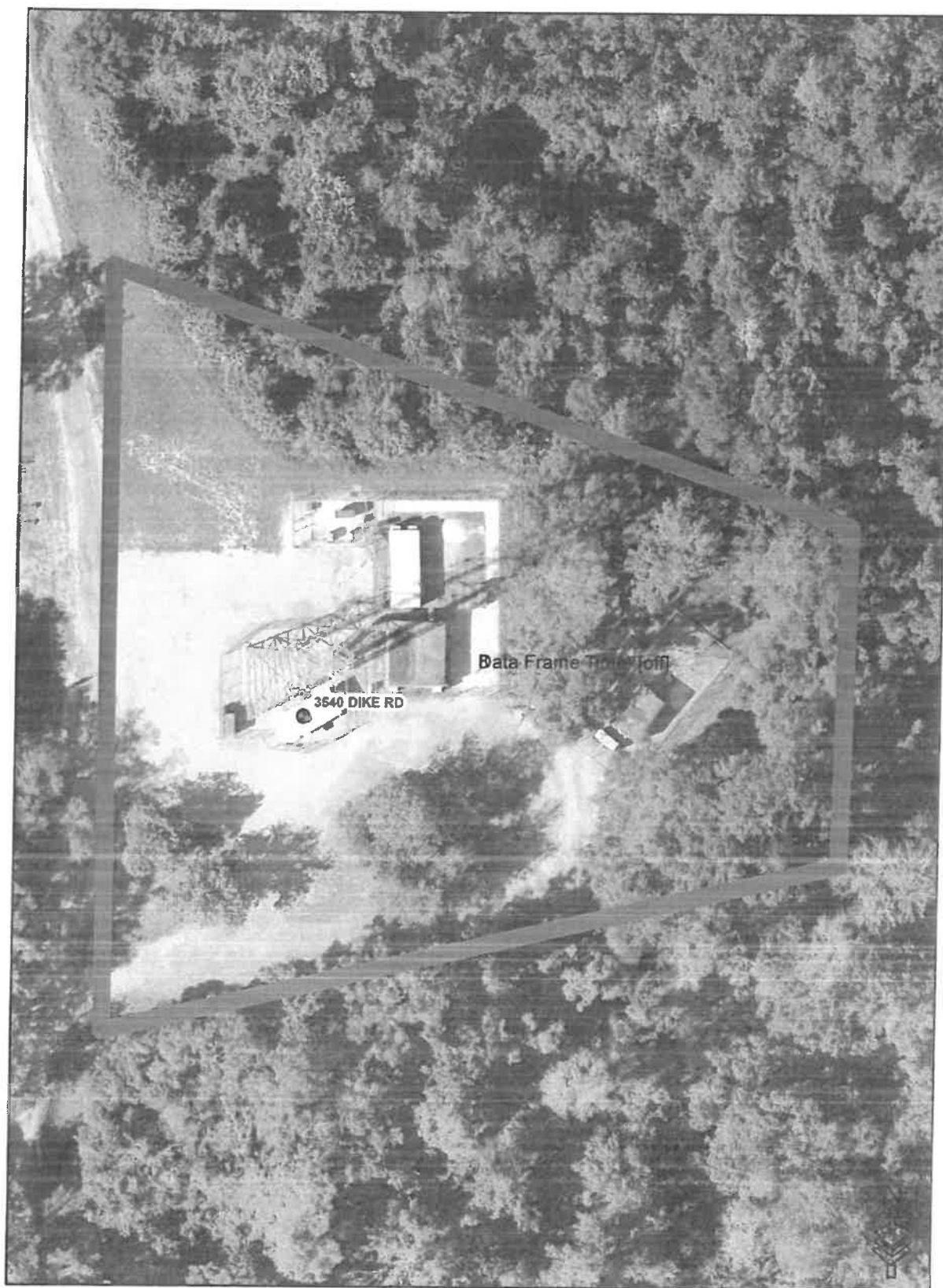
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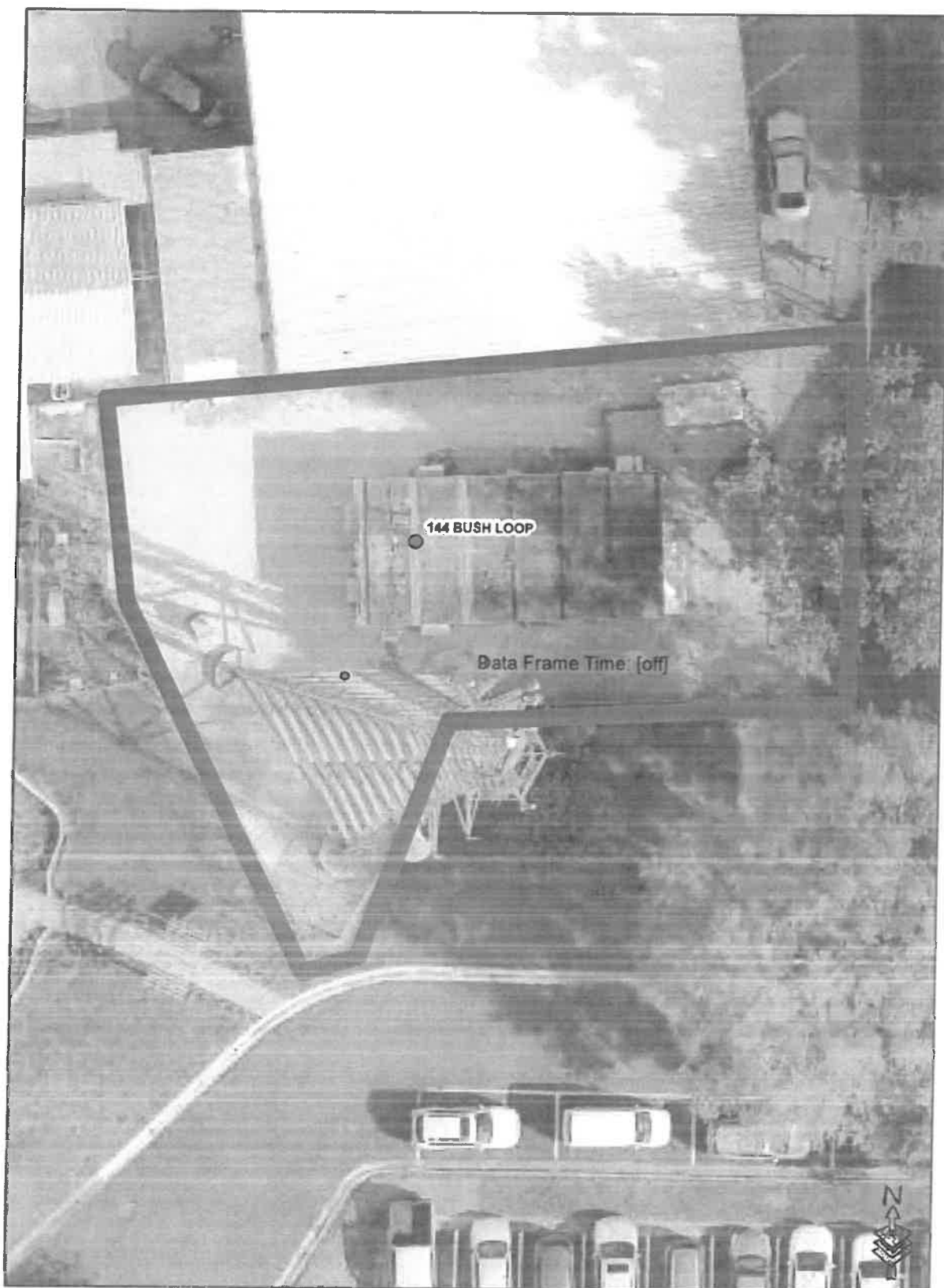
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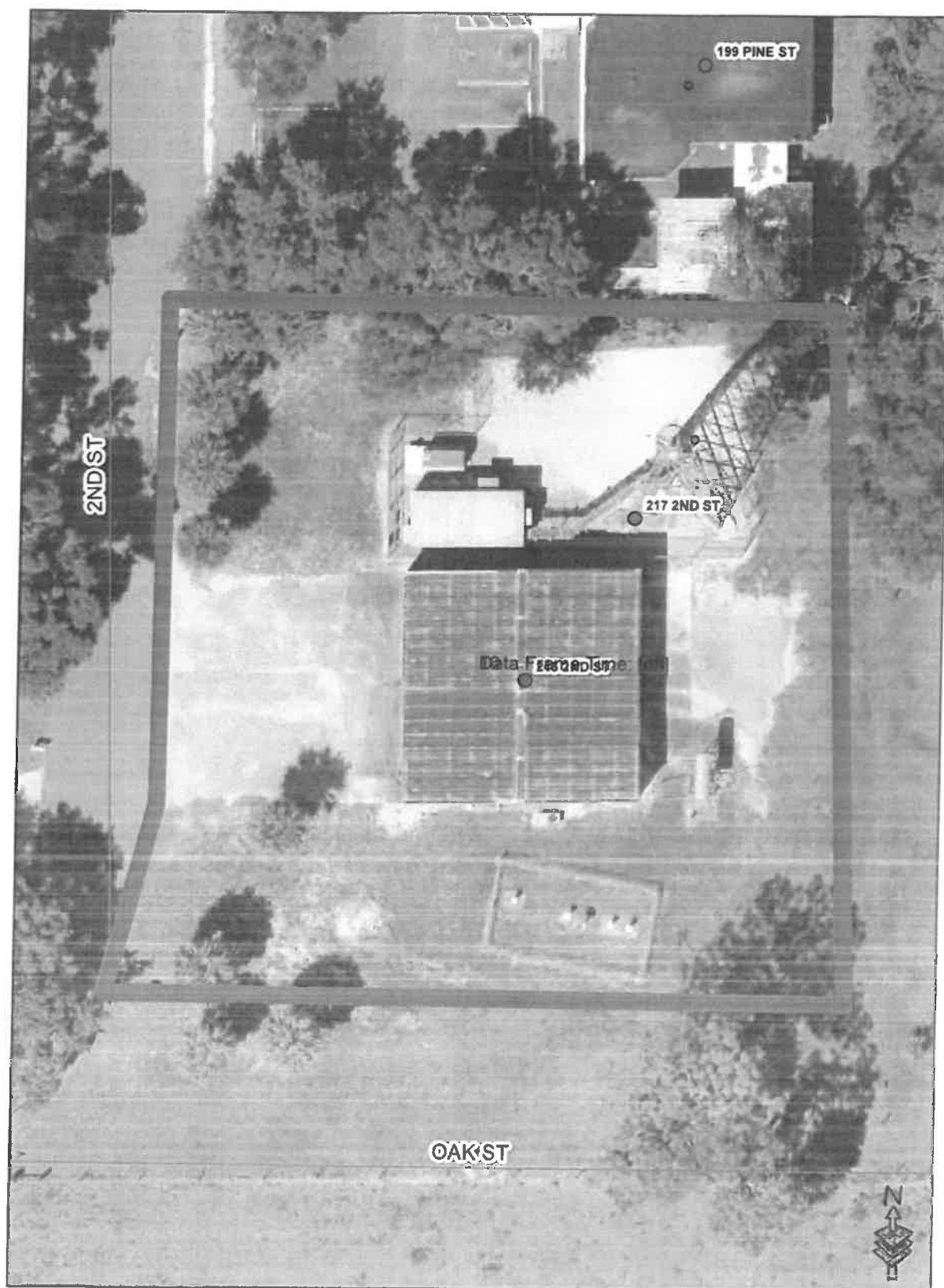
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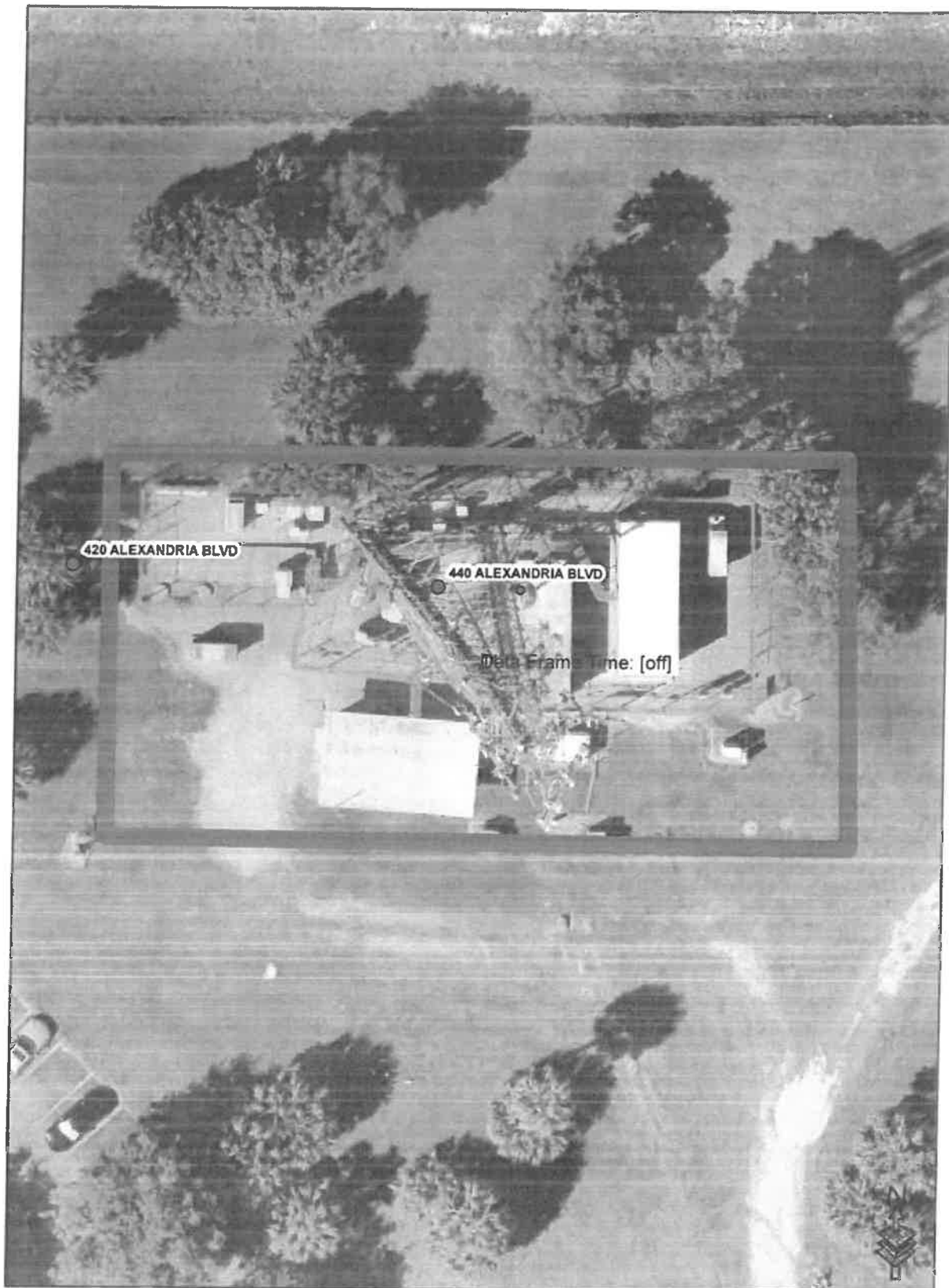
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Transmitter Oviedo



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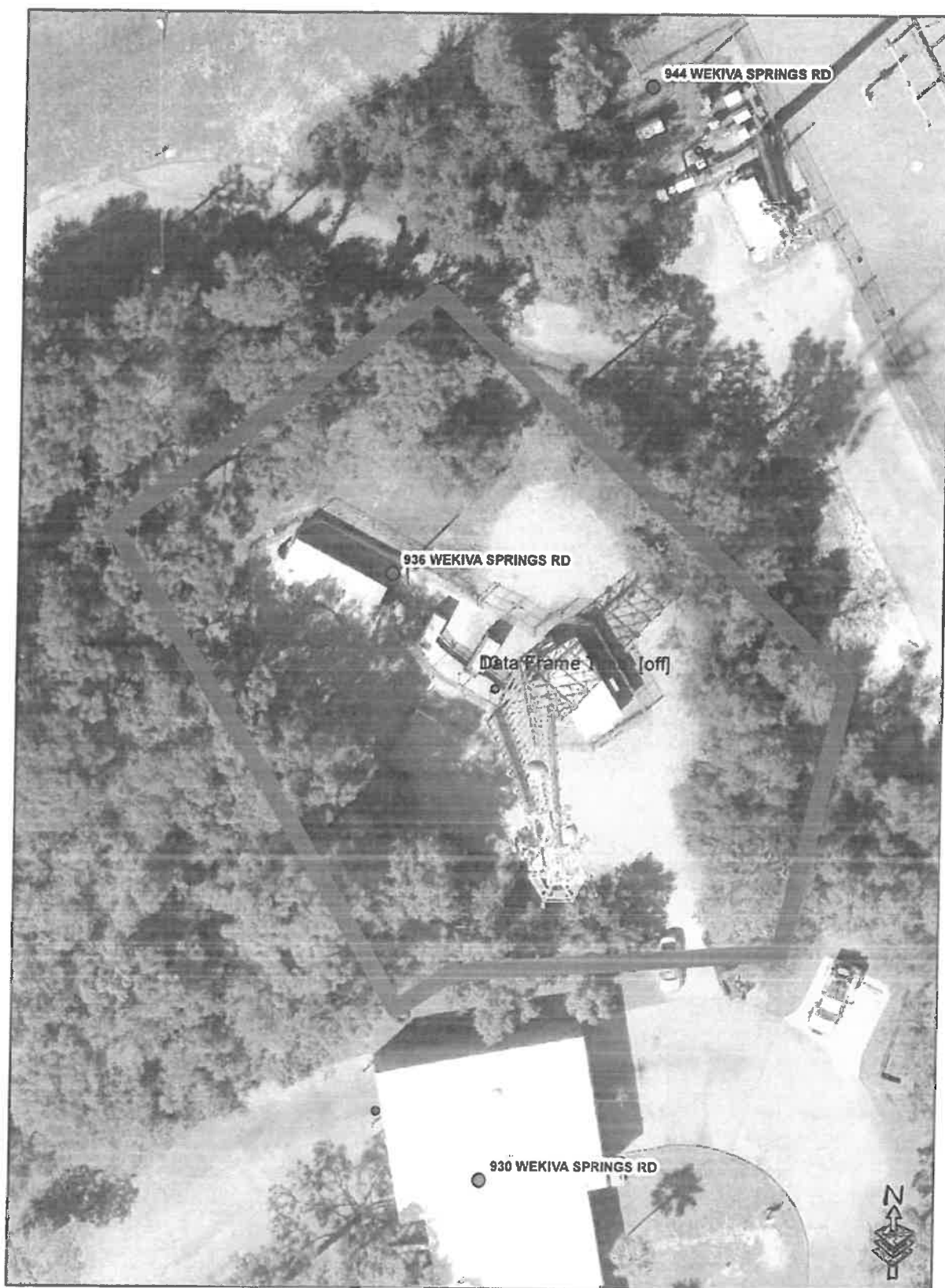
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Transmitter Sabal Point



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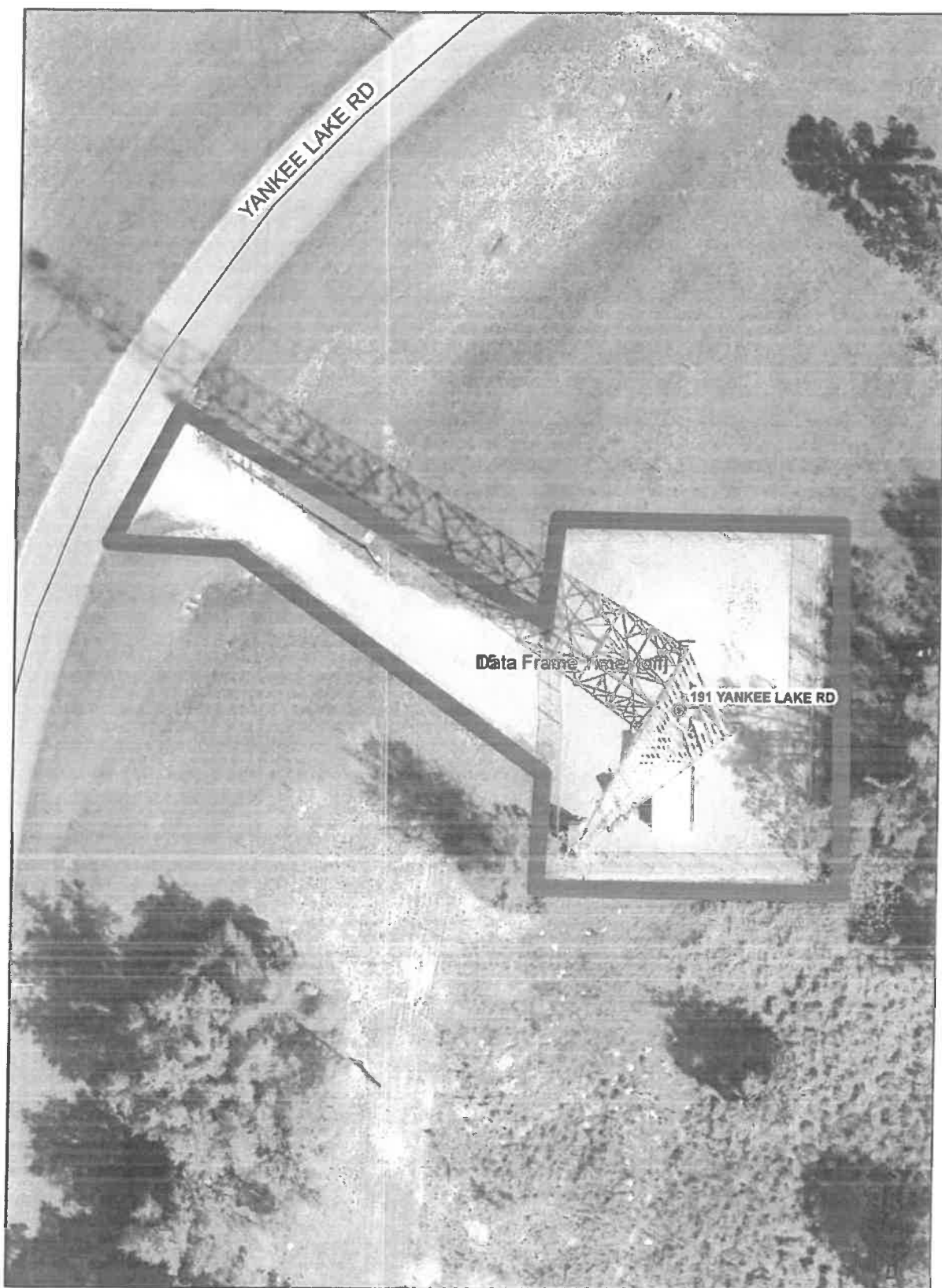
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Transmitter Yankee Lake



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EXHIBIT "B"
(SAMPLE OF RELEASE ORDER)

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

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

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

S H I P	
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ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

V E N D O R	
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ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

DELIVERY	
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ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This order can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the 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) to refund the price of any, or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit organization and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.
- 15. ASSIGNMENT.** Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, an order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.
- 20. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.

EXHIBIT C

COPY

SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Tammy Roberts, CPPB Sr. Procurement Analyst 407-665-7115 - Phone troberts@seminolecountyfl.gov	IFB-603714-20/TLR Term Contract for Miscellaneous Properties Landscape Maintenance
<u>PRE-BID CONFERENCE</u> <u>Date: January 24, 2020</u> <u>Time: 9:00 AM</u> (Eastern Standard Time) <u>Location:</u> Purchasing & Contract Division Conference Room 1301 East 2 nd Street, Sanford, FL 32771	<u>Bid Due Date</u> <u>Date: February 12, 2020</u> <u>Time: 2:00 PM</u> (Eastern Standard Time) <u>Location of Public Opening:</u> Purchasing & Contracts Division, PCD Conference Room 1301 East 2nd Street, Sanford, FL 32771
Proposer Name: <u>AmeriScapes</u> <u>Landscape Management Services</u>	Federal Employer ID Number: <u>20-5870041</u>
Mailing Address: <u>P.O. Box 568762</u> City, State, Zip: <u>Orlando, FL 32856</u>	If returning as a "No Submittal", state reason (if so, return only this page):
Type of Entity (Circle one) <u>Corporation</u> Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Florida</u> List of Principals: <u>Billy Butterfield</u> <u>David Monroe</u>	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>1</u> : <u>David Monroe</u> <u>2-11-20</u> Authorized Signature (Manual) Date
Email Address: <u>ameriscapes-</u> <u>landscape@att.net</u>	Typed Name: <u>David Monroe</u>
Telephone Number: <u>(407) 872-0855</u>	Title: <u>Manager</u>
Fax Number: <u>(407) 872-8579</u>	Date: <u>2/11/20</u>

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

**Part 4
Price Submittal**

**IFB-603714-20/TLR - TERM CONTRACT FOR MISCELLANEOUS PROPERTIES
LANDSCAPE MAINTENANCE**

Name of Bidder: AmeriScapes Landscape Management Services, LLC.

Mailing Address: P.O. Box 568762, Orlando, FL 32856

Street Address: 532 Hames Ave.

City/State/Zip: Orlando, FL 32805

Phone Number: (407) 872-0855 FAX Number: (407) 872-8579

E-Mail Address: ameriscapes-landscape@att.net

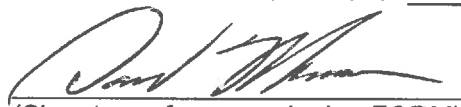
Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth. The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 11 day of February, 20 20.

AmeriScapes Landscape
(Name of BIDDER)

Management Services, LLC.



(Signature of person signing FORM)

David Monroe

(Printed name of person signing FORM)

EXHIBIT C

PART 4
PRICE SUBMITTAL

EXHIBIT "C"
41

Price Schedule A					
Site #	Location	Address	Turf Maintenance unit price per service	Bed Maintenance unit price per service	Annual Total
M1	County Indigent Cemetery	College Dr behind 5 points area Sanford	\$ 60	\$ 18	
			x27 = \$ 1,620	x18 = \$ 324	\$ 1,944
M2	Five points Entrance	US 17-92 Sanford	\$ 60	\$ 18	
			x27 = \$ 1,620	x18 = \$ 324	\$ 1,944
M3	Seminole County Fleet Complex	141 Bush Loop Sanford	\$ 60	\$ 18	
			x27 = \$ 1,620	x18 = \$ 324	\$ 1,944
M4	Seminole County Fleet Storage Yard	137 Eslinger Way Sanford	\$ 60	\$ 18	
			x27 = \$ 1,620	x18 = \$ 324	\$ 1,944
M5	Traffic Eng. Office and Shop	140 Bush Loop Sanford	\$ 60	\$ 18	
			x27 = \$ 1,620	x18 = \$ 324	\$ 1,944
M6	Transmitter Altamonte	3606 Newburyport Ave Altamonte Springs	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M7	Transmitter Chuluota	1301 Tropical Ave Oviedo	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M8	Transmitter Dike Road	3574 Dike Rd Oviedo	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M9	Transmitter Five Points	141 Bush Loop Sanford	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M10	Transmitter Geneva	201 Oak St Geneva	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M11	Transmitter Oviedo	406 Alexandria Blvd Oviedo	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M12	Transmitter Paola	4905 Wayside Dr Sanford	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M13	Transmitter Sabal Point	930 Wekiva Springs Rd Longwood	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M14	Transmitter Geneva Landfill	1930 E Osceola Rd Geneva	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
M15	Transmitter Yankee Lake	501 Yankee Lake Rd Sanford	\$ 35	\$ 15	
			x27 = \$ 945	x18 = \$ 270	\$ 1,215
				ANNUAL BID TOTAL	\$ 21,870

Price Schedule				
For purpose of future areas/acreage not listed/additional work				
Schedule B	Type of Service	Estimated Services per Year	Unit of Measurement	Cost Per Unit
	Turf Maintenance	33	Square Yard	0.05
	Bed Maintenance	18	Square Yard	0.15
	Mulch Mini Pine Nugget	1	Cubic yard	0.5