

**TERM CONTRACT FOR SHOWCASE TRAILS LANDSCAPE MAINTENANCE
(IFB-603941-20/TLR)**

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CREW LABOR MAINTENANCE MANAGEMENT GROUP, LLC.**, duly authorized to conduct business in the State of Florida, whose address is 1576 STARGAZER TERRACE, Suite 14, Sanford, Florida 32771, 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 showcase trails landscape maintenance to 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 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 on November 16, 2020, 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 six (6) 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 at the rates 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 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 must 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, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Greenways & Natural Lands Division
121 Bush Loop
Sanford, FL 32773

(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. 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~~ ^{Two} 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
-----------------------	----------------

(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 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 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 & Natural Lands Division
121 Bush Loop
Sanford, FL 32773


With a copy to:

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

For CONTRACTOR:

Crew Labor Maintenance Management Group, LLC.
1576 Stargazer Terrace, Suite 14,
Sanford, FL 32771

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.

Section 33. Addendum. COUNTY and CONTRACTOR shall comply with the terms of Addendum A, Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONTRACTOR as a result of a disaster.

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

CREW LABOR MAINTENANCE
MANAGEMENT GROUP, LLC

Witness

Print Name

Witness

Print Name

By: _____
MICHAEL WHITE, Owner/CEO

Date: _____

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

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
MARKLY JEAN-CHARLES, Purchasing and
Contracts Manager

Date: _____

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/DGS

8/6/20 10/27/20

T:\Users\Legal Secretary CSB\Purchasing 2020\IFB-603941.docx



Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

Exhibit C – Contract Pricing

Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for
Seminole County Contracts

Part 1 Performance Work Statement

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.

1.2.1 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 (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 employees engaging in chemical application to satisfy requirements to this contract must, at very least, hold a current pest control license pursuant to Florida Department of Agriculture and Consumer Services (FDACS) Florida Structural Pest Control Law Chapter 428- Limited Certification- Commercial Landscape Maintenance Personnel and fulfilled all BMP courses. 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 always be kept current. 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 based on 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 will require the Contractor County's Contract Coordinator 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 Administrator 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. The Contractor shall notify the County if they see any unsafe conditions of the trail systems.

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 ADMINISTRATOR.

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 407-665-5102.

1.14 REPORTING CRIME OR SUSPICIOUS ACTIVITIES. The Contractor shall report any crime to the EOC at 407-665-6600 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. 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.

1.19. 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. During work adjacent 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.

Scope of Services

1.21 – 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.

Pruning of shrubs, 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 pruning should encourage a good developed a healthy branching structure. 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. Keeping shrubs pruned within a site zone to a maintained 24" height.

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.

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.

C. 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 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.

D. QUANTITY AND FREQUENCY OF MAINTENANCE

Bed maintenance cycles @
24 per year

January	February	March	April	May	June	July	August	Sept.	October	November	Dec.
2	2	2	2	2	2	2	2	2	2	2	2

E. PEST CONTROL/WEEDING

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. 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 Contract Coordinator 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. 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. Beds, shrubs, trees, and ground covers shall be fertilized with a slow-release fertilizer at the rate of no more than one pound of nitrogen per 1,000 square feet of planting area. 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. All fertilizer cost will be included in the bed maintenance cost.

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 under tree canopies (from the outer edge drip line inward).

Palms shall be fertilized with a granular, slow-release fertilizer three to four times per year. 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.

Palms' nutritional requirements differ from those of other landscape plants. They suffer quickly and conspicuously from inadequate mineral nutrition, whether due to insufficient or incorrect

fertilization. Deficiencies in potassium, magnesium, manganese, and boron are much more prevalent and serious than nitrogen deficiency. Potassium deficiency is the most widespread and serious of all disorders in Florida palms. Magnesium deficiency is also quite common in Florida palms, but especially in *Phoenix* species. Manganese deficiency or "frizzle-top" is a common problem in palms growing in the alkaline soils that cover much of south Florida. The cost of monitoring and correcting these problems may be built into the contract for bed maintenance.

1. Application

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 unit price Proposal for Landscape Bed 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 may prohibit the use of nitrogen fertilizers during the summer months.

H. HERBICIDE

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 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 surrounding landscape areas.

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.

The non-selective post-emergent herbicides used shall be a 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 herbiciding shall be in the unit price bid for Landscape Bed Maintenance.

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.

I. MULCHING

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

1. Quantity and Frequency of Mulching

Mini-Pine Bark Nugget (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 mulch.

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.

1.22 - TURF MAINTENANCE

A. TRAIL EDGING

All paved trails shall be edged quarterly parallel with asphalt and concrete edges with a mechanical edger. 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 edger will be the only method approved for edging. The cost for trail edging shall be in the unit pricing for edging.

B. 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. The Contractors herbicide will require approval by the County's Contract Coordinator for use. 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.

C. WEED TRIMMING

All areas that are inaccessible to mowing machinery such as slopes, ditches, berms, steep shoulders, etc. shall be weed trimmed at a minimum of 2' (two feet) from toe of slope upward or 2' (two feet) from top of shoulder downward. All amenities such as sign posts, fence lines, kiosks, mile-markers, benches, trees etc. shall be weed trimmed.

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 Trail Right of Way constitutes mowed areas from 1-100' (one to one hundred feet) from edge of pavement.

Mower blades will always be sharp to provide a quality cut. It is not necessary to remove grass clippings if 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. Turf grass 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.

Rear discharged mowers are a requirement.

E. LARGE AREA TRAIL MOWING (AS IDENTIFIED ON BID SCHEDULE):

Contractor shall perform the services set forth in this contract in a timely, workman-like manner. Contractor shall mow all grass, weeds and brush including moving around all obstacles, up to three inches (3") in diameter, leaving no ridges of high or uncut grass.

Large area trail mowing consists of rough cutting County Right-of-Ways within the Trails corridor that are historically maintained less frequently than the trail adjacent land. The width of these areas can be up to 200'. The cost of all work and materials for large area trail mowing shall be included in the unit price for Mowing Cost per maintenance.

Bush Hog Tractor Mower or Equivalent

F. BRUSH CONTROL

Vegetation that grows along and onto the trails in areas that are not accessible to ride-on mowers or is too thick to be routinely maintained must be addressed as needed or at least twice a year. Palm fronds, Rice Grass, weeds of all sizes, young trees less than 1.5" diameter, vines and any nuisance vegetation must be cleared away from over the trails surface. The Pedestrian

Zone is specifically reserved for walking. The zone must be completely free of overhanging and protruding obstacles, including vegetation. According to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), objects must not protrude: (1) lower than a height of 80 inches, (2) higher than 27 inches from the ground, and (3) outward more than 4 inches from posts, buildings or free-standing fixtures. Tree branches or shrubs that protrude into the sidewalk corridor must be cut or trimmed. This needs to be included in the price for Mowing Cost per Service.

G. LITTER/ DEBRIS MAINTENANCE

All litter and debris are to be removed during each mowing cycle. Litter and debris removal include the pickup, removal and disposal of any not permitted 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. The cost of all work and materials for litter removal shall be included in the unit price turf maintenance Debris on Pedestrian Overpasses, underpasses and bridges shall contained and removed and not be blown off onto roadways.

H. 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.

*All work listed under Turf Maintenance will be Proposal on a thirty (30) cycle basis.

FREQUENCY OF MAINTENANCE

Edging cycles @ 4 per year

January	February	March	April	May	June	July	August	September	October	November	December
		1			1			1			1

Mowing Cycles @ 36 per year

January	February	March	April	May	June	July	August	September	October	November	December
2	2	2	3	4	4	4	4	4	3	2	2

Large Area Trail Mowing Cycles @ 11 per year

January	February	March	April	May	June	July	August	September	October	November	December
0	0	1	1	1	2	2	2	1	0	0	1

I. FERTILIZATION

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).

1. Formula

The formula to be used on all the turf shall be **15-0-15 with micro nutrients**, or any other comparable fertilizer approved by the County's Contract Coordinator.

2. Rate

This fertilizer shall be applied to the turf areas **annually in the spring at the rate of 6.6 pounds per 1000 square feet.**

3. Application

Two applications of fertilizer to all trail head parks and median beds landscape shall be applied in the spring/ fall. The cost of all work and materials for fertilizing shall be in the unit price Proposal for Landscape Turf Maintenance.

1.23-TRAIL MAINTENANCE SERVICE

A. TRASH REMOVAL

1. Trash Cans

Maintenance at 104 cycles per year. All trash receptacles on trails and trailheads shall be emptied with trash liner during each service Mondays and Fridays.

(Contractor is to provide own county approved Liners for trash cans)

2. Trails & Trailhead/pavement/ boardwalk/ amenity area

All debris is to be power blown/removed during each maintenance service cycle. Litter and debris removal include 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. Maintenance at 104 cycles per year. All pavement areas, boardwalks, pavilions, playgrounds, etc. on trails and trailheads shall be blown during each service Mondays and Fridays. Debris on Pedestrian Overpasses, Tunnels, Underpasses and Bridges shall be contained and removed and not blown off onto roadways.

B. TREE AND SHRUB MAINTENANCE

The Contractor shall prune all plants from the edges of 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 trail clearance at no less than 10' (ten feet) above pavement and no less than 3' (three feet) back from edge of pavement 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, weeds and shrubs according to the I.S.A. standards and meet or exceed the sight line guidelines stated in USDOT, Federal Highway Administration publication, Vegetation

Control for Safety "A Guide for Local Highway and Street Maintenance Personnel." All trimming cost are to be built with the turf maintenance unit cost.

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 leader 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 and meet ANSI 300 pruning methods.
- 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.
- o) All Trail Head park's 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.

C. GRILL CLEANING- All barbecue grills and debris left on the ground shall be cleaned and scraped out on Mondays and Fridays 104 times a year

D. PAVILION, BASKETBALL COURTS/ 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. Pavilions shall have all tape and pins or staples removed. 104 times a year

E. POWER VACUUM

In heavily canopied areas of the trails, leaf debris may be removed rather than blown from the trail during the fall and spring season at the discretion of the County Contract Coordinator.

F. PLAYGROUND MAINTENANCE

Locations:

Big Tree Park, 761 General Hutchinson Parkway, Longwood, FL 32750
 Kewannee Park, 1505 Kewannee Trail, Casselberry, FL 32730
 Jones Trailhead, Long Pond Rd, Longwood, FL 32779
 Black Hammock Trailhead, 1571 E State Rd 434, Winter Springs, FL 32708

The contractor shall have the responsibility to maintain playgrounds, exercise stations, amenities and assets located within the Trail corridors and or on adjoining Trailhead Park lands. Contractor shall perform the services set forth in this contract in a timely, workman-like manner. The tasks laid out in this section are to be completed by the contractor employee on every Monday and Friday of each week. Maintenance at 104 cycles per year. The cost of weekly playground maintenance shall be included in Litter Maintenance per service.

1. DEBRIS AND LITTER REMOVAL

- a. Remove and dispose of in a waste receptacle all post-consumer waste, vegetative debris over ¼" in diameter and 4" long.
- b. Using a power blower, clear any remaining naturally occurring debris from Playgrounds with bonded/ unitary surfaces.

2. LOOSE FILL SURFACING / ENGINEERED WOOD FIBER (EWF)

Loose fill surfacing material require special maintenance. Public playgrounds should be checked frequently to ensure surfacing has not displaced significantly, particularly in the areas of the playground most subject to displacement (e.g., under swings and at slide exits). Loose-fill surfacing depth is marked at the base of the support structure for each component. Paying close attention to fall zones around rotating / spinning equipment, the area directly below rung climbers, swing sets and slide exits. At each site visit the vendor will,

- a. Check that the placement of wear mats is below or at grade under swings and at the exit of slides.
- b. Reposition any of the mats that have been moved out of their desired position.
- c. Rake displaced loose-fill surface back into proper place so that a constant depth is maintained throughout the playground.

It shall be the responsibility of the contractor to notify the county contract Coordinator about the need to purchase additional EWF.

3. VEGGITATION CONTROL

The Contractor will be having the responsibility to keep the areas described In section F, including but not limited to, fence lines, egress points and all aria held within free of weeds, vines and low hanging tree limbs. Approved herbicide applications may be use in an appropriate manner. Tree limbs must be maintained at 7' away from any portion of the playground equipment. Tree limbs that are above reasonable ground level work will need to be reported to the county contract representative.

4. OTHER RESPONSIBILITIES

- a. The vendor will be responsible for removing any user modifications (such as ropes tied to parts or equipment rearranged). Any foreign objects found within the playgrounds will be removed and reported to the county contract coordinator the day that it is found.
- b. Insect nests/ cobwebs must be immediately removed and/or treated with an approved insecticide.
- c. Report vandalism, broken equipment or any other concerns to the county contract coordinator immediately.

G. IRRIGATION MAINTENANCE

a. 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.

b. 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 $\frac{1}{2}$ " 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.

Locations:

Markham Trailhead, 8515 Markham Rd, Lake Mary, FL 32746

Sylvan Bend, Seminole Wekiva Trail, between Orange Ave. and International Pkwy. E. of mile marker 13.5

Big Tree Park, 761 General Hutchinson Parkway, Longwood, FL 32750

San Sebastian Trailhead, 371 San Sebastian Prado, Altamonte Springs, FL 32714

I-4 Pedestrian Bridge both sides. Under access ramp leading to bridge.

Performance Work Standards

1.24 NATURAL AREA MAINTENANCE

County properties that may contain natural areas within park property boundaries may not require any work to be performed. This will be defined as areas that have naturally growing vegetation that has not historically been mowed, sheared or maintained as a landscape.

1.25 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 area in question.

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	
ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

S H I P	
----------------------------	--

V E N D O R	
--	--

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

DELIVERY	
-----------------	--

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

Purchase Order 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. Failure to Accept Purchase Order. Supplier's failure to accept PO may be cause for cancellation of award. Suppliers who default are subject to suspension, debarment or both.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. Price Protection. Supplier warrants that prices set forth in PO are equal to lowest net price and terms and conditions of sale are as favorable as prices, terms and conditions afforded by Supplier to any other customer for goods/services of comparable grade or quality. Supplier agrees that any price reductions made in goods/services under PO, subsequent to its acceptance, but prior to its payment, will be applicable to PO.

14. Payment Terms. Supplier agrees the cash discount period to County will be from the date of invoice and not from receipt of goods/services.

15. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.**

23. 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.

24. 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.

25. 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.

Price Schedule										
Locations	Mowing Cost per service	Mowing Cost x 36	Bed Maintenance per service	Bed Maintenance x 24	Litter Maintenance per service	Litter Maintenance x104	Mulch (1)	Edging per service	Edging (4) x	Location TOTAL
Numbered in order that follow Trails Overview Map										
Seminole Wekiva Trail	\$ 973.00	\$ 35,028.00	\$ 84.00	\$ 2,016.00	\$ 173.00	\$ 17,992.00	\$ -	\$ 500.00	\$ 2,000.00	\$ 57,036.00
1. FL 414, Maitland Blvd. / Bear Lake Rd. to SR.434 2. SR 434 to 371 San Sebastian Prado 3. San Sebastian Trailhead to SC Softball Complex 4. SC Softball Complex to 301 Markham Woods Rd. 5. 301 Markham Woods Rd. to E.E. Williams Rd. 6. E.E. Williams Rd. to Spanish Oaks Trail 7. Spanish Oaks Trail to Long Pond Rd. 8. Long Pond Rd. to International Pkwy. 11. 2960 International Pkwy. to Merlot Rd. 12. Merlot Rd. to Seminole Soccer Loop 13. Seminole Soccer Loop to Wekiva River 14. Longwood Markham Rd. to SR46										
Seminole Wekiva Trail Trailheads	\$ 500.00	\$ 18,000.00	\$ 84.00	\$ 2,016.00	\$ 97.00	\$ 10,088.00	\$ 300.00	\$ 84.00	\$ 336.00	\$ 30,740.00
San Sebastian Trailhead. 371 San Sebastian Prado, Altamonte Springs, FL 32714 Jones Trailhead. Markham Woods Road at Long Pond Rd. Longwood, FL 32779 Markham Trailhead. 8515 Markham Rd, Lake Mary, FL 32746										
Cross Seminole Trail	\$ 1,335.00	\$ 48,060.00	\$ 125.00	\$ 3,000.00	\$ 212.00	\$ 22,048.00		\$ 750.00	\$ 3,000.00	\$ 76,108.00
1. 426 Aloma Ave. / Howell Branch Rd. to Tuskawilla Rd. 2. Tuskawilla Rd. to Kananwood Ct. 3. Kananwood Ct. to W. Chapman Rd. 4. W. Chapman Rd. to Red Bug Lake Rd. 5. Red Bug Lake Rd. to S. Lake Jessup Ave. 6. S. Lake Jessup Ave. to N. Pine Ave. 7. N. Pine Ave. to Vistawilla Dr. 8. Vistawilla Dr. to N. Side of the 434 Pedestrian Bridge. 11. Layer Elementary School to bridge crossing Soldiers Creek. 12. Soldiers Creek Bridge to N. US Highway 17-92. 13. US HWY 17-92 to Ronald Reagan Blvd. 15. Ronald Regan Blvd. to 660 Green Way Blvd. 16. Green Way Blvd. to Greenwood Blvd. Tunnel. 17. Greenwood Blvd. Tunnel to S. Sun Dr. 19. 800 Rinehart Rd. Lake Mary Fl. 32746 to 953 International Pkwy. Lake Mary FL. 32746 25. SR46 and W. Seminole Blvd. / W. side of Monroe Rd. to Crossing. 26. /27. E. side of Monroe Rd. to Wayside Park/ Boat Ramp. 28. Sun Dr. to W. Lake Mary Blvd.										
Cross Seminole Trail Trailheads	\$ 473.00	\$ 17,028.00	\$ 42.00	\$ 1,008.00	\$ 145.00	\$ 15,080.00	\$ 500.00	\$ 250.00	\$ 1,000.00	\$ 34,616.00

Black Hammock Trailhead. 1571 E. State Rd. 434 Winter Springs FL 32708 Big Tree Park/ Trailhead. 761 General Hutchison Pkwy. Longwood FL 32750										
Cross Seminole Trail Large Area Mowing	\$ 909.82	\$ 10,008.02	\$ 42.00	\$ 1,008.00	\$ 6.00	\$ 624.00		\$ 250.00	\$ 1,000.00	\$ 12,640.02
Segment 16 and 17. (14.8 acres)										
Kewannee Trail	\$ 85.00	\$ 3,060.00	\$ 42.00	\$ 1,008.00	\$ 6.00	\$ 624.00		\$ 250.00	\$ 1,000.00	\$ 5,692.00
1. Cassel Creek Blvd. to Oxford Rd.										
Kewannee Trail Park/ Trailhead	\$ 85.00	\$ 3,060.00	\$ 42.00	\$ 1,008.00	\$ 23.48	\$ 2,441.92	\$ 200.00	\$ 250.00	\$ 1,000.00	\$ 7,709.92
1505 Kewannee Trail, Casselberry, FL 32730										
Flagler Trail : Large Area Mowing	\$ 909.82	\$ 10,008.02	\$ 42.00	\$ 1,008.00	\$ 6.00	\$ 624.00		\$ 250.00	\$ 1,000.00	\$ 12,640.02
1. E. 2nd Street to Snow Hill Trailhead. 2. Lake Lenelle Dr. gate to Shooting Range. 3. Shooting range to Econlockhatchee River. 4. Econlockhatchee River to Geneva Wilderness Area. 5. Locked gate at N. Hart Rd. and Willow Pond Ln. to Settlers Loop. 6. Settlers Loop south crossing to Settlers Loop NE. 7. Settlers Loop to St. Johns TH/ LKHWA. 9. St. Johns TH to St. Johns River. 10. SR46 / N. Hart Rd. to gate at Willow Pond Ln. 11. N.CR 46/ GWA to where the trail turns from west to south. 12. Lake Harney Wilderness Area Loop Trails. 13. E. 4th Street to Avenue B Chuluota FL.										
Flagler Trail Trailheads	\$ 138.00	\$ 4,968.00	\$ 42.00	\$ 1,008.00	\$ 6.00	\$ 624.00	\$ 200.00	\$ 250.00	\$ 1,000.00	\$ 7,800.00
St. Johns Trail Head / Lake Harney Wilderness Area. 2195 Osceola Fish Camp Rd. Geneva, FL. 32732 Snow Hill Trail Head. 3290 Snow Hill Rd. Oviedo, FL 32766										
ANNUAL TOTAL										\$ 244,981.96

Price Schedule For purpose of additional areas/acreage not listed						
Type of Service	Unit Measurement	Estimated Services per	Estimated Quantities			Cost Per Unit
Maintenance of Landscape Areas	Square Foot	30	sq ft			0.05
Fertilizing Landscape Areas	Square Foot	2	sq ft			0.05
Turf Maintenance	Acre	33	acres			85
Trash Can Service	1 container	104	1			10
Bed Maintenance	Square Foot	18	sq ft			0.003
Bush Hog Mowing	Acre	24	Acre			200
Mulch Mini Pine Nugget	Cubic yard	1				35
Total						

**Price Schedule
For Natural Disaster / Emergency Management**

Type of Service	Unit Measurement						Cost per Unit
Labor (general)	Hours						35
Debris clearing, (Cut and push)	Hours						200
Chainsaw cutting	Hours						150
Heavy Equipment (Skid Steer, Backhoe, Dump Truck)	Hours						400
Light Equipment (Vehicles, Chippers, Tractors, Mowers)	Hours						200
Hand Held Power Equipment (Blowers, Chainsaw)	Hours						100
Trailers (Debris hauling/ removal)	per CY Load						600

ADDENDUM A

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term “Contractor”, as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term “Contract”, as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

- A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration’s Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the “FEMA Requirements”) apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

- B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

- 1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.
- 2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.
- 3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”
6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”. Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- (1)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)
(1)

- (1) The Contractor certifies, by signing this Addendum, to the best of Contractor’s knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)
- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.

- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Additional FEMA Requirements

- a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)
 - (1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

- (1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

- 1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
- 2 Resource Conservation and Recovery Act
- 3 National Historic Preservation Act

4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

20. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

21. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

22. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre

8/29/19

T:\Users\dshields\Cases\Resource Management\Purchasing Agreements\Specific Negotiated Agreements\2019\FEMA Addendum\FEMA Addendum.docx