

REQUEST FOR PROPOSALS

28. Award RFP-600094-06/GMG – Performance Work Statement for Roadway Landscape & Mowing Maintenance, to Nanak’s Landscaping Grounds Maintenance, Inc., Longwood (Term Contract).

RFP-600094-06/GMG will provide for roadway landscape and mowing maintenance services throughout the County, including furnish and installation of plants and removal of damaged material. The Contractor will be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary to provide grounds maintenance services and plant replacement as specified in the RFP documents.

This project was publicly advertised and the County received five (5) submittals in response to the solicitation. The Evaluation Committee which consisted of Jim Beach, Roads-Stormwater Division; Don Fisher, Deputy County Manager; Joe Gasparini, Parks and Recreation Division; Suzy Goldman, Library and Leisure Services Department; Bryan Nipe, Parks and Recreation Division; and William Pandos, Parks and Recreation Division, evaluated the submittals. The evaluation was based on management approach, past performance of the firms and the proposed cost to the County to provide the required services. The Evaluation Committee recommends award of the contract to the most responsive, responsible, lowest price Proposer, Nanak’s Landscaping Grounds Maintenance, Inc., Longwood.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take place on the date of their execution by the County and shall run for a period of two (2) years and, at the sole option of the County, may be renewed for eight (8) successive one (1) year periods. The total annual fee paid to the Contractor pursuant to this Agreement shall not exceed the total amount budgeted by the County for roadway landscape and mowing maintenance services, furnishing and installation of plants, and removal of damaged material throughout the County.

Library and Leisure Services Department/Parks and Recreation Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the award of this project.

B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET- REVISED

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-600094-06-GMG

RFP TITLE: Performance Work Statement for Roadway Landscape & Mowing Maintenance Agreement

DUE DATE: November 22, 2006 at 2:00 P.M. Page 1 of 1

Response 1	Response 2	Response 3	Response 4	Response 5	Response 6
Ameriscapes Landscape P O Box 568762 Orlando, FL 32856	Cato Environmental Services PO Box 951556 Lake Mary, FL 32795	Commercial Landscape & Irrigation 24745 Lester Way Eustis, FL 32736	Nanak's Landscaping 1174 Florida Central Pkwy Longwood, FL 32750	Vila & Son Landscape 1900 Williams Road Winter Garden, FL 34787	S & S Landscape 2800 Conway Gardens Orlando, FL 32806 * Disqualified
(407) 872-0855 – Phone (407) 872-0855 – Fax Billy Butterfield	(407) 804-0306 – Phone (407) 804-0360 – Fax Lara Cato	(352) 483-5005 – Phone (352) 483-5006 – Fax Colin B. Johnson	(407) 831-4833 – Phone (407) 831-0888 – Fax Dave Harting	(407) 654-9415 – Phone (407) 654-9417 – Fax Keith O'Neil	(407) 896-8094 – Ph. (407) 893-6211 – Fax Theron Edge

* S & S Landscape's proposal was considered non-responsive for failure to submit the bid bond requirements as set forth in the RFP documents (pages 2 and 24).

Evaluation Criteria:

- Fees and Expenses
- Past Performance
- Management Approach
- Technical Approach

Status:

Posted: 11/28/2006 (1:30 PM) by Gloria M. Garcia, Senior Procurement Analyst
 Evaluation Committee Meeting: December 11 2006 at 1:00 PM – Purchasing Conference Room

Recommendation of Award: Nanak Landscaping to BCC for award on January 9, 2007 – Posted December 13, 2006 at 2:30 PM

	Nanak	Ameriscapes	Vila & Son	Commercial	CATO
PRICE SCHEDULE - AREA A					
Maintenance of Landscape Areas	\$182,348.00	\$273,521.54	\$129,099.00	\$320,340.54	\$121,565.13
Fertilizing Landscape Areas	\$36,963.00	\$6,571.09	\$17,958.00	\$32,855.49	\$9,856.63
Mulching Landscape Areas	\$80,000.00	\$64,000.00	\$110,560.00	\$70,000.00	\$70,000.00
Maintenance of Entrance Signs	\$821.00	\$1,504.00	\$580.00	\$1,441.44	\$547.01
Fertilizing Entrance Signs	\$162.00	\$29.57	\$72.00	\$739.20	\$118.28
Turf Maintenance	\$334,560.51	\$434,285.28	\$810,453.00	\$710,115.12	\$796,189.68
Fertilizing Turf Areas	\$130,416.00	\$30,430.40	\$133,850.00	\$60,860.08	\$65,208.00
Tree Removal - 4"-12" caliper	\$8,000.00	\$15,200.00	\$21,000.00	\$20,000.00	\$140,000.00
Tree Removal - 12"-24" caliper	\$8,000.00	\$7,500.00	\$21,000.00	\$25,000.00	\$125,000.00
Litter Removal	\$32,400.00	\$135,215.08	\$51,998.00	\$61,461.40	\$30,730.70
Supplemental Watering	\$1,400.00	\$30,000.00	\$15,000.00	\$50,000.00	0*
ESTIMATED TOTAL AREA A	\$ 815,070.51	\$ 998,256.96	\$ 1,311,570.00	\$ 1,352,813.27	\$ 1,359,215.43
<i>Calculation of the cost criteria based on the rating of 100:</i>	100%	82%	62%	60%	*based on 0 cycles 60%
PRICE SCHEDULE AREA B					
Maintenance of Landscape Areas	\$72,645.73	\$108,968.59	\$53,547.00	\$127,620.87	\$48,430.48
Fertilizing Landscape Areas	\$14,726.00	\$2,617.86	\$6,544.00	\$13,089.32	\$3,926.80
Mulching Landscape Areas	\$80,000.00	\$64,000.00	\$110,560.00	\$70,000.00	\$70,000.00
Maintenance of Entrance Signs	\$586.00	\$1,074.48	\$432.00	\$1,029.60	\$390.72
Fertilizing Entrance Signs	\$117.00	\$21.12	\$53.00	\$528.00	\$84.48
Turf Maintenance	\$248,091.33	\$345,896.57	\$540,244.00	\$526,581.59	\$590,409.67
Fertilizing Turf Areas	\$96,709.20	\$18,535.00	\$75,904.00	\$45,130.96	\$48,354.60
Tree Removal - 4"-12" caliper	\$8,000.00	\$16,000.00	\$21,000.00	\$20,000.00	\$140,000.00
Tree Removal - 12"-24" caliper	\$8,000.00	\$8,000.00	\$21,000.00	\$25,000.00	\$125,000.00
Litter Removal	\$22,895.00	\$96,490.68	\$51,998.00	\$43,859.40	\$21,929.70
Supplemental Watering	\$1,400.00	\$30,000.00	\$15,000.00	\$50,000.00	0*
ESTIMATED TOTAL AREA B	\$553,170.26	\$691,604.30	\$896,282.00	\$922,839.74	\$1,048,526.45
<i>Calculation of the cost criteria based on the rating of 100:</i>	100%	80%	61%	60%	*based on 0 cycles 53%

RFP-600094-06/GMG

Performance Work Statement for Roadway Landscape and Mowing Maintenance Agreement

	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Evaluator #6	Ranking
Ameriscapes Landscape	A (2)	A (2)	M (1)	A (2)	M (1)	M (1)	9
Cato Environmental	A (2)	M (1)	A (2)	M (1)	A (2)	U (0)	8
Commercial Landscape	A (2)	M (1)	A (2)	A (2)	HA (3)	M (1)	11
Nanak's Landscaping	A (2)	A (2)	HA (3)	HA (3)	HA (3)	HA (3)	16
Vila & Sons	M (1)	U (0)	M (1)	M (1)	U (0)	U (0)	3

Evaluation Key:

Highly Acceptable = 3

Acceptable = 2

Marginal = 1

Unsatisfactory = 0

Evaluators:

Evaluator #1 – Jimmie Beach, Program Manager, Public Works-Roads & Stormwater

Evaluator #2 – Don Fisher, Deputy County Manager

Evaluator #3 – Joe Gasparini, Manager, Library & Leisure Services-Parks & Recreation

Evaluator #4 – Suzy Goldman, Director, Library & Leisure Services Department

Evaluator #5 – Bryan Nipe, Program Manager, Library & Leisure Services-Parks & Recreation

Evaluator #6 - William Pandos, Lead Inspector, Library & Leisure Services-Parks & Recreation

DRAFT

**TERM CONTRACT FOR ROADWAY LANDSCAPE AND MOWING MAINTENANCE
(RFP-600094-06/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called the "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide roadway landscape and mowing maintenance to Seminole County; and

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

WHEREAS, the CONTRACTOR is competent and qualified to provide roadway landscape and mowing maintenance to the COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services/materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services/materials shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for

work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of ~~three~~ ^{TWO 2} (~~3~~) years and, at the sole option of COUNTY, may be renewed for ~~three~~ ^{EIGHT 8} (~~3~~) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services/materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so. The COUNTY Representative will give the Primary CONTRACTOR first opportunity to perform all available work. If the COUNTY Representative, at its

sole discretion, determines the Primary CONTRACTOR cannot perform, the Secondary CONTRACTOR will be contacted to perform the required work.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall commence, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted annually by the COUNTY for roadway landscape and mowing maintenance under RFP-600094-06/GMG.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

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

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered,

the cost of the services therein, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Parks and Recreation Division
264 W. North St.
Altamonte Springs, Florida 32714

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period 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 the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to

the 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 the CONTRACTOR in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either 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 the CONTRACTOR.

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

(e) The rights and remedies of the 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. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will 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 and will 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 shall include, but not be 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. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the COUNTY shall 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) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR 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 other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the

requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY 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 the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which 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. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United

States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' 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 shall 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 Workers' 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 shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which 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, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV 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, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon

request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein 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 hereof shall 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 herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

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

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, 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 I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement

immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have 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, to-wit:

For COUNTY:

Parks and Recreation Division
264 W. North St.
Altamonte Springs, FL 32714

For CONTRACTOR:

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

Secretary

(CORPORATE SEAL)

By: _____ President

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Date: _____

As authorized by Section 22.203,
Seminole County Administrative
Code.

County Attorney
AC/lpk
10/24/06
rfp-600094

- Attachments:
Exhibit "A"- Scope of Services
Exhibit "B"- Sample Purchase Order

**Section 9 –
Price Proposal Forms**

**PROJECT: PERFORMANCE WORK STATEMENT FOR ROADWAY LANDSCAPE AND
MOWING MAINTENANCE AGREEMENT**

COUNTY CONTRACT NO. **RFP-600094-06/GMG**

Name of Proposer: Nanak's Landscaping Grounds Maintenance, Inc.

Mailing Address: 1174 Florida Central Parkway

Street Address: 1174 Florida Central Parkway

City/State/Zip: Longwood, FL 32750

Phone Number: (407) 831-4833

FAX Number: (407) 831-0888

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to perform the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 21st day of November, 2006.

Nanak's Landscaping
(Name of PROPOSER)


(Signature of person signing FORM)
Dave Harting
(Printed name of person signing FORM)
V.P. Business Development
(Title of person signing FORM)

**Addendum #2
Revised Price Schedule - Area A**

Type of Service	Unit Measurement	Estimated Services per Year	Estimated Quantities	Cost Per Unit	Estimated Annual Total Area A
Maintenance of Landscape Areas	Square Foot	37	821,386 sq ft	.006 sq ft /yr	182,348.00
Fertilizing Landscape Areas	Square Foot	4	821,386 sq ft	.045 sq ft /yr	36,963.00
Mulching Landscape Areas	Cubic Yards	1	2,000 cy	40.00 /yd	80,000.00
Maintenance of Entrance Signs	Square Foot	37	3,696 sq ft	.006 sq ft/yr	821.00
Fertilizing Entrance Signs	Square Foot	4	3,696 sq ft	.045 sq ft /yr	162.00
Turf Maintenance	Acre	37	217.36 acres	41.60 acre	334,560.51
Fertilizing Turf Areas	Acre	4	217.36 acres	600.00acre/yr	130,416.00
Tree Removal	4" to 12" caliper	20	20 each	400.00	8,000.00
Tree Removal	12" to 24" caliper	10	10 each	800.00	8,000.00
Litter Removal	Acre	52	236.39 acres	2.61 /acre	32,400.00
Supplemental Watering	Per 1,000 gallons	0-20	100,000 gallons	14.00/1000gal	1,400.00
Estimated Total – Area A				\$	815,070.51

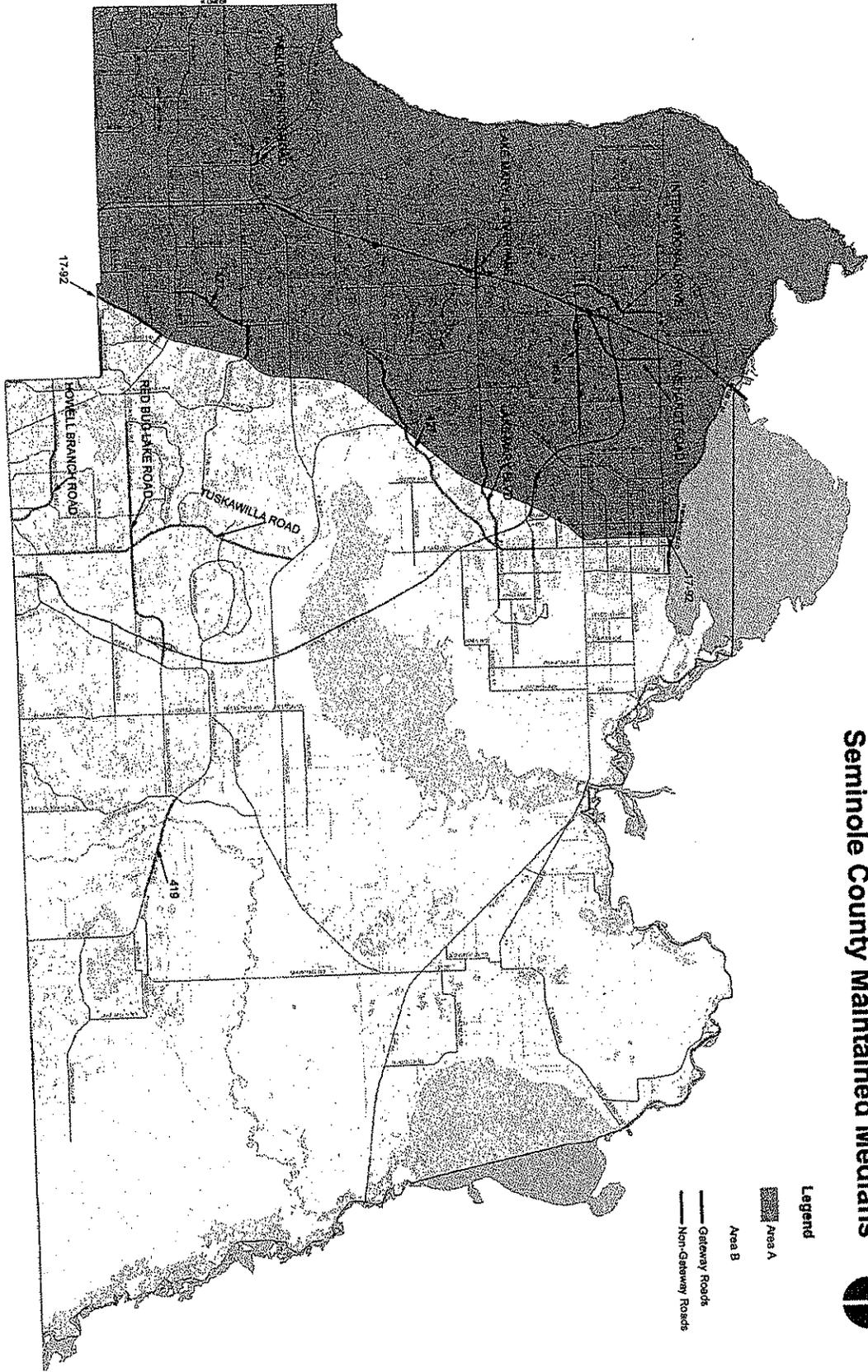
**Addendum #2
Revised Price Schedule - Area B**

Type of Service	Unit Measurement	Estimated Services per Year	Estimated Quantities	Cost Per Unit	Estimated Annual Total Area B
Maintenance of Landscape Areas	Square Foot	37	327,233 sq ft	.006 sq ft/yr	72,645.73
Fertilizing Landscape Areas	Square Foot	4	327,233 sq ft	.045 sq ft/yr	14,726.00
Mulching Landscape Areas	Cubic Yards	1	2,000	40.00 /yd	80,000.00
Maintenance of Entrance Signs	Square Foot	37	2,640 sq ft	.006 sq ft/yr	586.00
Fertilizing Entrance Signs	Square Foot	4	2,640 sq ft	.045 sq ft/yr	117.00
Turf Maintenance	Acre	37	161.182 acres	41.60 acre	248,091.33
Fertilizing Turf Areas	Acre	4	161.182 acres	600.00acre/yr	96,709.20
Tree Removal	4" to 12" caliper	20	20 each	400.00	8,000.00
Tree Removal	12" to 24" caliper	10	10 each	800.00	8,000.00
Litter Removal	Acre	52	168.69 acres	2.61 /acre	22,895.00
Supplemental Watering	Per 1,000 gallons	0-20	100,000 gallons	14.00/1000 ga	1,400.00
Estimated Total - Area B				\$	553,170.26

The price information submitted by the Proposer under this section will be considered for evaluation purposes in conjunction with the other evaluation factors indicated in the RFP documents.

Company Name _____

10.1 MAP OF LOCATIONS



Seminole County Maintained Medians



Section 5 – Scope of Services

5.1 – LANDSCAPED BED MAINTENANCE

A. INTENT

Landscape Bed Maintenance constitutes professionally sustaining all landscape areas within the designated limits to the highest quality standards within the industry. Plant maintenance shall include, but not be limited to, watering, shearing, pruning, weeding, fertilizing, chemical applications, straightening, and all other care required for property health and vigorous growth of the plants. Prior to removal of plant material, the Contractor shall obtain County authorization. The Contractor shall inspect all landscape areas within the designated boundaries during each cycle. The Contractor shall identify maintenance problems and promptly report to the County's Representative with recommended remedial action. A remedial action plan from Contractor will be provided to include, but not be limited to, tree maintenance, fertilizer, litter removal, edging, watering, general landscape maintenance, irrigation system maintenance, etc., and a schedule for completion. The written results of work completed along with the reporting sheet and M.S.D.S. sheets for any proposed chemical shall be sent to the County's Representative 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 Representative prior to removing dead material. 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 pruning shall be done according to I.S.A. Standards. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance will occur on all trees and shrubs according to the I.S.A. and the most up to date version of F.D.O.T. Roadway and Traffic Design Standards referred to on the RFP documents.

C. QUALITY

Landscape areas shall be maintained in a professional manner to provide a groomed, attractive and healthy appearance in accordance with these specifications. Shrubs, groundcovers, sod, trees, and materials damaged by the Contractor and work deemed unsatisfactory by the County shall be replaced or redone by the Contractor at no cost to the County. 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.

D. QUANTITY AND FREQUENCY OF MAINTENANCE

The County's Representative will determine when to begin each Landscape Bed Maintenance cycle based on inspections conducted by the County's Representative. The total number and timing of the cycles will depend upon the growth conditions of the landscape area during the season. The Contractor will be compensated for work and materials in this section, unless

otherwise noted, at the unit price bid per square foot for the pay item Landscape Bed Maintenance times the actual number of square feet completed during a cycle.

(For solicitation purposes, thirty-seven (37) cycles have been estimated for Landscape Bed Maintenance).

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. 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. Upon County approval, herbicides may be employed for heavy infestations, or to treat parasitic weeds in palm roots. Weeds along and in the pavement edge of curb lines of the hard-scaped medians and medians containing landscape materials, is to be addressed each service cycle to discourage the rapid reoccurring growth within the expansion joints areas. The cost of work and materials for weeding shall be included in the unit price bid for Landscape Bed Maintenance. Machine edge all beds and power blow any clippings from curb and roadway. All bags are to be removed that day of service, no exceptions.

(For solicitation purposes thirty-seven (37) cycles have been estimated).

F. LITTER REMOVAL

All litter and debris are to be removed weekly. Litter and debris removal includes the pickup, removal and disposal of any not permitted item such as cigarette butts, wood, 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 proposal for Landscape Bed Maintenance at fifty-two (52) cycles).

G. APPLICATION OF INSECTICIDES AND FUNGICIDES

Planting beds attacked by, or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the County's Representative prior to the application of insecticides and fungicides. The Contractor shall also treat any shrubs, turf or trees deemed to be infested as determined by the County's Representative based on the recommendations of the Consultant. The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.D.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. Disease and other pests shall be identified and reported to the County with recommendation of remedial treatment within hours of the site visit. When directed by the County's Representative, work shall be completed within two (2) days from time of notification. Upon County approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price proposal for Landscape Bed Maintenance.

H. FERTILIZATION

Fertilization procedures will be determined by the County. Scheduling and formulas used will be determined by the County based on the consultant's recommendation.

For pricing purposes, three (3) applications will occur per year. For pricing purposes estimate spread rate at one (1) pound per 1000 square feet.

I. 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. The use of herbicide shall be limited to specific sites or undesirable growth in the landscape areas identified by the Contractor and authorized by the County's Representative. The non selective post-emergent herbicides used shall be Round Up or County approved equivalent applied in conformance with the manufacturer's instructions. Herbicide shall contain green spray (temporary) indicator to define areas treated. The application of pre-emergent herbicide should be considered and incorporated into the schedule.

The cost of all work and materials for the herbicide services shall be included in the unit price proposal for Landscape Bed Maintenance.

Note: Herbicides shall not be used as a substitute for planter bed edging. Herbicide procedures will be determined by the County.

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.

J. MULCHING

Mulching constitutes providing and placing medium rustic pine bark mulch in designated areas at quantities recommended by the Contractor and approved by the County.

1. Quantity and Frequency of Mulching

County will determine quantities. New mulch shall be replenished as directed in deficient areas in a settled manner to a depth of three (3) inches. All curb; roadway and bed line edges will be trenched to help contain the applied mulch.

(For price proposal purposes one (1) cycle has been estimated for mulching work. Price Proposal will be based on price per cubic yard).

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. If at any time the mulch is disturbed, subdivided or damaged by the Contractor, vehicle, weather, etc., the mulch will be re-applied at no additional cost to the County.

K. MAINTENANCE OF TREES AND PALMS

Tree maintenance constitutes professionally maintaining newly planted tree and palm landscape areas as well as maintaining established older tree and palm landscape areas. Tree and palm maintenance will include pruning to the highest quality I.S.A. Standards to allow for proper clearances as well as for the integrity of the tree. It shall also include the application of insecticides and fungicides, fertilizing, mulch, aeration mulching, watering and litter and debris removal around trees not in planting beds.

1. Application of Insecticides and Fungicides

Application procedures shall be determined by the County. The Contractor shall inspect all trees within the designated landscape areas during each cycle. The results of these inspections along with a report on the types of insecticides and fungicides required, if any, will be conveyed (written or verbally), to the County's Representative within twenty-four (24) hours of the completion of each inspection. Insecticide and fungicide application must be approved by the County's Representative prior to the applications taking place. The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used. 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 and fungicides.

(The cost of all work and materials for the provision and application of insecticides and fungicides shall be included in the unit price proposal for Landscape Bed Maintenance).

3. Fertilization of Trees and Palms

Scheduling and formulas used will be determined by the County consultant's recommendation via County's Representative.

(For solicitation purposes, three (3) applications will occur per year. Spread rate will be given by County based upon species).

4. Pruning

Shrubs: will be pruned as needed to ensure proper informal shape, fullness, sight distance, bloom and County discretion. Tree and palm pruning will be done once per year in the fall dormant period.

Palms: remove dead or deficient fronds and trim up no further than a "9, 3". Trees branches will be pruned just outside of the branch collar, pruning paint will not be applied, sucker growth will be removed by hand from the base of the trees, and no herbicide is to be used for this purpose. Crape myrtles are to be bud pruned only, no Hat Racking or Buck Horn pruning. All

pruned debris are to be removed that day, no exceptions. During pruning cycles, unnecessary staking and guy wire will be removed from trees at no additional cost to the County.

5.2 - TURF MAINTENANCE

A. EDGING

Shall mean the use of an edger only, sidewalks, curbs and spillways shall be edged concurrently with mowing cycles. Edging shall not be considered complete until all undesirable material has been removed from over the above mentioned areas. Contractor will not be compensated for work not performed at the County's satisfaction.

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. Roundup - Pro is the only approved herbicide to be used; any other type of herbicide will require prior written approval by the County. A licensed applicator must be on site during application. The rate of herbicide that will be applied shall comply with the manufacturer's label. Herbicide shall not be used as a replacement for weedeating, edging or in areas susceptible to erosion.

C. WEEDEATING

All areas that are inaccessible to mowing machinery, slopes, poles, fences, walls, guard rails, curb gutter inlets shall be weedeated in conjunction with each mowing cycle. Encroachment of vegetation along the sidewalks is to be trimmed back to assure a clear walk zone.

D. PRUNING

All trees or bush's with overhanging limbs over sidewalks within the mowing limits are to be trimmed to a minimum height of 9 feet to assure vertical clearance. Over-street clearance will be kept above 16 feet.

E. MOWING

All turf areas shall be cut to a uniform height of no less than four inches (4"). Contractor shall make every effort not to cause "scalping" while mowing any area.

F. LITTER REMOVAL

All litter and debris are to be removed weekly. Litter and debris removal includes the pickup, removal and disposal of any not permitted item such as cigarette butts, wood, 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 proposal for Landscape Bed Maintenance at fifty-two (52) cycles).

G. CUTTINGS AND TRIMMINGS

As a result of unsightly right-of-way due to pruning, grass, or vegetation cuttings, it shall be the responsibility of the Contractor to remove or disperse as necessary to eliminate these conditions.

H. FERTILIZING

Fertilization procedures shall be determined by County. Formula and scheduling shall be provided to the County based on Consultant's recommendation. The Contractor will provide daily schedules for fertilization.

(For solicitation purposes use 2 cycles for Bahia and 4 cycles for St. Augustine).

I. POWER BLOWING

All clippings resulting from mowing, edging, etc. will be blown into the turf areas of the road right-of-way. Under no circumstance are roadway drainage structures to be used as disposal sites.

(All cost associated with the work listed under Turf Maintenance will be included and based on a thirty-seven (37) cycle basis except fertilizing).

5.3 - IRRIGATION SYSTEM MAINTENANCE AND OPERATION

The Contractor shall be responsible for the operation and maintenance of the automatic 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 up to two (2) inches in diameter as required to keep the system operating at no further expense to the County. Major repairs to main lines, valves, pumps and intake piping shall be reported to the County's Representative. Reimbursable repair work shall require authorization by the County's Representative prior to commencement.

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's Representative. 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 operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers bi-weekly and provide a schedule for doing so. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer unless otherwise approved by the County's Representative. The irrigation shall be capable of providing 1 ½" of water to all turf and shrub beds each week or as often as required to provide a uniform, lush green landscape appearance. The system shall be adjusted during the various seasons. The Contractor shall be required to make all repairs within a minimum 24 hour period or sooner as described by the County's/Division Representative. 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. A written irrigation schedule shall be provided by the Contractor to the County's representative. 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.

5.4 - SUPPLEMENTAL WATERING

A. INTENT

Provide infrequent but necessary watering of landscape areas within five (5) working days notice to maintain and promote the normal growth of plants during extended periods of below normal rainfall.

B. QUANTITY AND FREQUENCY

The County's Representative will determine the quantity, application rate and location for supplemental watering based upon the Contractor's recommendations, climatic data, site specific data and personal inspection. The total amount of water and application rate will vary.

(For solicitation purposes, 100,000 gallons of water have been estimated for annual application. Compensation for all work and materials in this section will be at the price proposal (per 1,000 gallons) for Supplemental Watering applied to designated areas at the approved application rate. Supplemental Watering will not be part of Proposer determination).

C. METHOD OF OPERATION

The Contractor shall provide and apply irrigation water to landscape areas designated by the County's Representative and at County approved application rates that provide for normal growth. The water shall be from a County approved source and free of elements toxic to plant and animal life. Water shall be uniformly applied in a manner that does not erode or otherwise damage the landscape area, plants or surrounding area or endanger or interfere with pedestrian or vehicular traffic. All damage caused by the Contractor's operation will be repaired by the Contractor at no expense to the County. The use of watering trucks or truck and trailer/tanker combinations shall be in accordance with the "Motor Vehicle Laws of the State of Florida" and the "M.U.T.C.D". In addition, the watering vehicle will be accompanied by an automated programmable message arrow-board either prominently attached to the rear portion of the watering vehicle or immediately following the watering vehicle. The Contractor shall provide and utilize a County approved maintenance of traffic plan for supplemental watering operations.

D. QUALITY

If at any time the Contractor's work is deemed by the County's Representative to be unsatisfactory, the services will be re-performed at no expense to the County.