

TERM CONTRACTS

28. **Award IFB-3129-05/GMG – Term Contract for Grounds Maintenance of Neighborhood Parks, Trailheads and Kewannee Trail (Phase I) to Ameriscapes Landscape Management Services, Inc., Orlando (Term Contract estimate \$100,000.00 per year)**

IFB-3129-05/BJC will provide for labor, materials, equipment, coordination and incidentals necessary for the complete care of various park locations to include unmanned neighborhood parks, trailheads and Phase I and II of Kewannee Trail.

The project was publicly advertised and the County received three (3) submittals in response to the solicitation. The Review Committee which consisted of Joe Gasparini, Library Leisure Services-Parks & Recreation Division; Larry Morrell, Library Leisure Services-Parks & Recreation Division; and Johnnie Williams, Library Leisure Services-Parks & Recreation Division reviewed the responses. The Review Committee recommends award of the contract to the lowest, responsible, responsive Bidder, Ameriscapes Landscape Management Services, Inc., Orlando. Consideration was given to past performance, approach to work and price proposal. As part of this agreement, the County will incorporate the services described in A/B-3025A-01/GMG which is also awarded to Ameriscapes Landscape Management Services, Inc., through a competitive process. This action will consolidate the agreements and will simplify the contract administration. The agreement shall take effect on the date of its execution by the County and shall run for an initial period of three (3) years with three (3) one (1) year renewal options. The estimated contract value for three years is \$300,000.00.

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 on an as-needed basis as long as the cumulative amount of the Release Orders does not exceed budgetary constraints.

Library Leisure Services-Parks & Recreation Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Purchasing and Contracts Manager to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the IFB documents including the consolidation of A/B-3025-A-01/GMG.

B.C.C. - SEMINOLE COUNTY, FL**BID TABULATION SHEET**

BID NUMBER: IFB-3129-05/GMG
 BID TITLE: Term Contract for Grounds Maintenance
 Services in Neighborhood Parks, Trailheads
 and Kewannee Trail

OPENING DATE: November 30, 2005 at 2:00 P.M.

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

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3	
TOTAL ANNUAL BID	\$96,947.50	\$165,260.00 (Revised)	\$321,816.00	
Past Performance Information	Included	Included	Included	
Conflict of Interest Statement	Included	Included	Included	
Compliance with Public Records Law	Included	Included	Included	
Bidder's Certification	Included	Included	Included	

Tabulated by: Gloria M. Garcia, Senior Procurement Analyst (Posted 12/1/2005 @ 11:55 AM)
 Recommendation of Award: TBD

IFB-3129-05/GMG – Term Contract for Grounds Maintenance of Neighborhood Parks, Trailheads and Kewannee Trail (Phase I)

Consensus Form

APPLICANTS NAME (Alphabetical Order):

Ameriscapes Landscape
Helping Hand Lawn Care, Inc.
Vila & Son Landscaping Corp.

REVIEW COMMITTEE MEMBERS:

Larry Monnell
Spharic Williams
JOE GASPARINI

RECOMMENDATION FOR AWARD:

Ameriscapes

DATE:

12/20/05

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Required Submittals/Past Performance/Price Proposal

Ameriscapes is the lowest & Best bid and has demonstrated the ability to perform the scope required in this proposal. Upon approved review of their "Approach to work" the committee will recommend award to Ameriscapes.

Ameriscapes currently contracts work with the Parks & Rec. Division at Best Camp, Wilson's Lodge & the Zoo. They also have the Parkway Median contract with Public Works.

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**TERM CONTRACT FOR GROUNDS MAINTENANCE SERVICES IN NEIGHBORHOOD
PARKS, TRAILHEADS AND KEWANEE TRAIL (IFB-3129-05/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **AMERISCAPES LANDSCAPE**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 568762, Orlando, Florida 32856, 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 grounds maintenance services for neighborhood parks, trailheads and the Kewanee Trail in 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 grounds maintenance services 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 as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services 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 (3) years and, at the sole option of COUNTY, may be renewed for three (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 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 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 be commenced, 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 compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for grounds maintenance services under Agreement IFB-3129-05/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, the name and address of the CONTRACTOR,

Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Parks Division
264 North Street
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 55.1, "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:

Seminole County Parks Division
264 North Street
Altamonte Springs, Florida 32714

FOR CONTRACTOR:

Ameriscapes Landscape
P.O. Box 568762
Orlando, Florida 32856

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.

AMERISCAPES LANDSCAPE

Witness

Print Name

By: _____
BILLY BUTTERFIELD, President

Date: _____

Witness

Print Name

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.

County Attorney

AC/lpk

1/19/06

ifb-3129

Attachments:

Exhibit "A"- Scope of Services

Exhibit "B"- Sample Purchase Order

By: _____
RAY HOOPER, Purchasing Manager

Date: _____

As authorized by Section 330.3,
Seminole County Administrative
Code.

Exhibit A
Scope of Services/Requirements

Group A: Neighborhood Parks and Trailheads

1. Scope of Services

Seminole County is seeking a professional turf maintenance mowing company to mow, blow, edge, weed shrub/planter bed and trash pickup 14 County unmanned maintained parks. The frequency and service schedule is outlined below:

T = Trash Removal M = Mowing/blowing/edging/weeding

LOCATION	MON	TUES	WED	THURS	FRI
Big Tree	T				M/T
Bookertown	T				M/T
Econ Canoe Launch	T				M/T
Greenwood Lakes	T				M/T
Jamestown	T				M/T
Kewannee	T				M/T
Lake Mills Park	T				M/T
Overlook Park	T				M/T
Roseland Park	T				M/T
Snowhill Trailhead	T				M/T
Soldiers Creek	T				M/T
Sunland	T				M/T
St. Johns Trailhead	T				M/T
Winwood Park	T				M/T

Visit www.seminolecountyfl.gov/parks to get directions and view location maps of these sites.

A total of 33 mowing services and 104 trash removal services per year

Bi-Monthly mowing March 1st – April 30th (completed by the 15th & 30th)

Weekly mowing May 1st – September 30th (completed by Friday of each week)

Bi-Monthly mowing October 1st - November 30th (completed by the 15th & 30th)

Monthly mowing December 1st – February 28th (completed by the 15th)

Note: A Mowing Service – includes these tasks:

- a. Grass Mowing – 3 ½ inches minimum
- b. Edging – park amenities
- c. Weeding – shrub/planter beds
- d. Trash pickup – prior to mowing and on Mondays/Fridays
- e. Power blowing – after each mowing service

Trash Removal – Trash pick up shall include, by way of example and not limited to, bottles, glass, cans, paper, cigarette butts, branches and other seasonal debris, such as leaves and palm fronds must be picked up and removed on the entire site. Note that trash pick up is mandatory prior to mowing on the days mowing is scheduled. Disposal of material will be removed from the site and is the vendor's responsibility. This task is to be completed by the vendor on Mondays and Fridays by 5:00 p.m.

2. General Requirements

Contractor shall be responsible for providing all labor, equipment and materials necessary to complete the specified work.

Contractor shall be responsible for taking all safety precautions when encountering the public during performance of the scheduled work. Work is not to begin before 8:00 a.m. and not extend past 5:00 p.m. No portion of the park can be closed for any extended period to perform the assigned tasks.

Contractor shall comply with all local, State, etc. codes and be responsible for obtaining any and all necessary permits, licenses, etc. to perform the work.

Contractor shall protect the existing structure and components of the park facilities from damages caused from the performed work. If damage of County property is caused or observed, it is to be reported to the Parks Administrative office immediately or as soon as reasonably possible.

Contractor shall become familiar the layout and amenities of each park site and schedule a monthly survey of performed work with the County the Parks and Recreation Grounds Maintenance Supervisor.

Contractor shall warranty all workmanship and correct any County identified discrepancies within a 24 hour notice.

Contractor will provide a single point of contact for the County to communicate with on routine basis.

The County reserves the right to omit at any time any one or combination of the 14 listed sites from the awarded contract.

3. Specific Requirements:

- Pick up all trash prior to mowing to remove from site.
- Weed Trim/herbicide around all signs, trees, pavilions, bollards, along fence lines, parking lots, shrub/planter beds and amenities.
- Edge along all paved areas, sidewalks, athletic courts and park amenities within park boundary
- Power blow sidewalks, parking lots, playground poured-in-place surfaces and athletic court surfaces

Trash Pick Up...

- Trash Removal – Trash pick up shall include, by way of example and not limited to, bottles, glass, cans, paper, cigarette butts, branches and other seasonal debris, such as leaves and palm fronds must be picked up and removed on the entire site. Note that trash pick up is mandatory prior to mowing on the days mowing is scheduled. Disposal of material will be removed from the site and the vendor's responsibility. This task is to be completed by the vendor on Mondays and Fridays by 5:00 p.m.

4. **Definitions:** The following is a general description of the services required at all locations:
- A. Mowing – All grass shall be cut at uniform height of not more than 3 ½ inches in height with each mowing service. Weed eaters and riding mowers are allowed for use in these park areas. Bush hogs or bat wing tractor pulled mowers will not be allowed to conduct the described work in this solicitation. Vendor is to make every effort not to scalp turf grass or slopes.
 - B. Edging – Shall mean the use of a power edger or herbicide treatment to control encroachment of grass on athletic courts, sidewalks, pavilions, playgrounds, tree rings, and parking lots. Weed eaters or herbicide controls may be used for fence lines.
 - C. Trimming – All areas which are not accessible to mowing machinery may be trimmed during the mowing schedule, with weed eaters is acceptable i.e. slopes and between bollards.
 - D. Trash Removal – Trash pick up shall include, by way of example and not limited to, bottles, glass, cans, paper, cigarette butts, branches and other seasonal debris, such as leaves and palm fronds must be picked up and removed on the entire site. Note that trash pick up is mandatory prior to mowing on the days mowing is scheduled. Disposal of material will be removed from the site and the vendor's responsibility.
 - E. Weeding – Shrubs/planter beds, walks, parking areas, tree rings, park amenities shall be kept weed free and clear of sapling growth. Hand pulling, weed eating, mulching and/or chemical spray may be performed to maintain these areas.
 - F. Power Blowing – The following shall be "power blown" at the conclusion of each mowing cycle: sidewalks, pavilions, playground poured-in-place surfaces, athletic courts, parking lots and restroom entrance ways.
 - G. A Mowing Service – includes these tasks:
 - a. Grass Mowing – 3 ½ inches maximum height
 - b. Edging – park amenities
 - c. Weeding – shrub/planter beds
 - d. Trash pickup – prior to mowing and on Mondays/Fridays
 - e. Power blowing – after each mowing service

GROUP B: KEWANEE TRAIL

Grounds maintenance requirements for this trail will include mowing, power blowing and trash removal. Following is the Scope of Services:

MOWING, TRASH PICK UP AND DEBRIS REMOVAL OF TRAILS

- Mowing the shoulders of the paved trail
Mowing will include trash pick up with proper disposal off trail site and removal of all debris-sweeping/power blow debris -including sand and dirt- off asphalt trail surface.
(Width varies by location from 3 ft to 100 ft. Contractor will be required to mow all properties at 2" – 3" inches and as outlined at the pre-bid conference)
- 2nd & 4th weeks October - November
2nd week in December - February
2nd & 4th weeks in March & April
Weekly in May - September

(Est. 33 Mowings per year)

Note: Mowing is to be completed by 5:00 PM Wednesdays per above schedule.

2. MOWING, TRASH PICK UP AND DEBRIS REMOVAL OF TRAILS HEADS & CROSSINGS

- Mowing and weed eating/trimming trail crossings, trail heads, curbs and amenities by 5:00 PM Wednesday of each week as scheduled.
Mowing will include trash pick up with proper disposal off trail site and sweeping/power blow debris -including sand and dirt- off asphalt trail surface
- 2nd & 4th weeks October - November
2nd week in December - February
2nd & 4th weeks in March & April
Weekly in May – September

(Est. 33 Mowings and weed eating/trimmings per year)

Note: Mowing is to be completed by 5:00 PM Wednesdays per above schedule

3. ADDITIONAL DEBRIS REMOVAL

- Removal of all debris – sweeping/power blow debris -including sand and dirt- off asphalt trail surface
- Twice weekly - Mondays & Fridays

(Est. 104 times per year)

4. ADDITIONAL TRASH PICK UP

- Trash pick up with proper disposal off trail site
- Twice weekly - Mondays & Fridays

(Est. 104 times per year)

Note : If mowing is done on Monday, no additional trash pick up or debris removal is required for that day.

Section 4 -
Price Submittal

PROJECT: Term Contract for Grounds Maintenance Services in Neighborhood Parks,
Trailheads and Kewannee Trail

COUNTY CONTRACT NO. IFB-3129-05/GMG

Name of Bidder: AMeriscape Landscape

Mailing Address: Po Box 508762

Street Address: 532 Haines Ave

City/State/Zip: Orlando FL 32850

Phone Number: (407) 872 0855

FAX Number: (407) 872 8579

License Number: _____

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, 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 Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the amount hereinafter set forth.

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

TOTAL ANNUAL BID: \$96,947.50
Numbers

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 30th
day of November, 2005.
AMeriscape Landscape
(Name of BIDDER)

Bill Butterfield
(Signature of person signing FORM)
Bill Butterfield
(Printed name of person signing FORM)
President
(Title of person signing FORM)

**Section 5-
Price Schedule**

**IFB-3129-04/GMG - Term Contract for Grounds Maintenance Services in Neighborhood Parks,
Trailheads and Kewannee Trail**

In accordance with the foregoing bid terms, conditions and specifications, the bidder hereby submits the following prices to supply Seminole County with mowing, blowing, edging, weeding shrub/planter bed and trash pickup 14 County unmanned maintained parks. The frequency and service schedule is outlined below:

GROUP A: NEIGHBORHOOD PARKS AND TRAILHEADS

LOCATION	Mowing (Acres)	Basketball	Tennis	Hockey	Pavilions	Unit Service Cost		Annual Cost
						T	M	
	Approx.							
Big Tree	2	Na	Na	Na	Yes	19.40	105.00	\$5482.60 ✓
Bookertown	4	Yes	Yes	Na	Yes	5.50	63.00	\$2651.00 ✓
Econ Canoe Launch	< 1	Na	Na	Na	Na	0	21.00	\$693.00 ✓
Greenwood Lakes	10	Na	Yes	Yes	Yes	16.60	357.00	\$13507.40 ✓
Jamestown	1	Yes	Na	Na	Yes	5.50	42.00	\$1958.00 ✓
Kewannee	3	Yes	Na	Na	Yes	19.40	126.00	\$6175.60 ✓
Lake Mills Park	8	Na	Na	Na	Yes	24.90	189.00	\$2826.60 ✓
Overlook Park	1	Na	Na	Na	Yes	11.10	63.00	\$3233.40 ✓
Roseland Park	1	Yes	Na	Na	Yes	5.50	42.00	\$1958.00 ✓
Snowhill Trailhead	2	Na	Na	Na	Na	13.90	105.00	\$4910.60 ✓
Soldiers Creek	8	Na	Na	Na	Na	83.10	35.00	\$19037.40 ✓
Sunland	10	Yes	Yes	Na	Na	22.20	126.00	\$6466.80 ✓
St. Johns Trailhead	4	Na	Na	Na	Na	13.90	105.00	\$4910.60 ✓
Winwood Park	4	Yes	Na	Na	Yes	24.90	73.50	\$5015.10 ✓
Totals	59 acres	5 sites	3 sites	1 site	9 sites	T -	Trash	\$
							x's 104	84,826.10
							M -	
							Mow	
							x's 33	

GROUP B: KEWANNEE TRAIL

LOCATION	Mowing (Miles)	Unit Service Cost		Annual Cost
		T	M	
	Approx.			
Phase I	1.35	\$16.60	\$315.00	\$12,121.40
Phase II	0.57			
Totals	1.92 miles	T - Trash x's 104	\$	Totals
		M - Mow x's 33		\$12,121.40

Scope Of Services

Group A – Parks Locations

1. **Lake Monroe Wayside Park (3 acres)**

4150 N.W. Highway 17-92
Sanford, Florida

Mow weekly from April 1 through October 31

Mow monthly from November 1 – March 31

Pick up trash twice weekly – Monday and Friday – year round (52 weeks)

Mowing:

- Pick up all trash prior to mowing and put debris in trash receptacles. Mow all grass areas as follows:

From the park entrance on the east side to the tree line towards the north to the parking lot. From the entrance on the west side eight (8) feet outside of the billiards along a line parallel to the top of the swell next to the 17-92 bridge to the old swing bridge. Open area next to the bridge to the water line (fluctuates) back along the tree line to the paved roadway.

- Remove aquatic weed debris from the paved area by the boat launches. Remove floating weeds from around the launch docks.
- Edge all areas along the roadway that have grass. Edge walkway to bridge.
- Weed trim around all signs, pavilion, palm tree cluster, and posts. Weed trim/herbicide around all trees, signs and other mowing obstacles. Power blows all paved surface areas. Weed trim all cattails and bull rushes around water line around launch docks.

Trash Pick-up:

- Pick up all trash and debris on the park grounds. Empty all trash barrels into dumpster and replace.

2. **Central Florida Zoological Park (6 acres)**

3755 NW Highway 17-92
Sanford, Florida 32765

Mow Weekly from April 1-October 31

Mow Monthly from November 1 – March 31

Mowing:

- Mow open field next to parking area and pavilion.
- Edge all grass areas along roadway. Weed trim/herbicide around trees, signs or other obstacles to mowing. Power blow along edge of road next to open field.

3. **Cameron Wight Park (3 acres)**

5502 Old Geneva Road
Sanford, Florida

Mow Weekly from April 1-October 31.

Mow Monthly from November 1 – March 31.

Pick up trash twice weekly – Monday and Friday – year round (52 weeks)

Mowing:

- Pick up all trash and debris prior to mowing and place in trash dumpster. Mow area 20 feet past stop sign, east to the water line and road (SR 46) to ditch and Old Geneva Road.
- Weed control along fence line; weed trim/herbicide around trees, pavilion, and other obstacles to mowing.
- Remove aquatic weed debris from the paved area by the boat launches. Remove floating weeds from around the launch docks.
- Edge along all paved areas. Power blow along all paved areas and pavilion.

Trash Pick Up:

- Pick up all trash and debris on the park grounds. Empty all trash barrels into dumpster and replace.

4. **Mullet Lake Park**

2368 Mullet Lake Road
Geneva, Florida

Mow Weekly from April 1-October 31.

Mow Monthly from November 1 – March 31.

Pick up trash twice weekly – Monday and Friday – year round (52 weeks)

- Pick up all trash and debris prior to mowing and place in trash dumpster. Mow area from park entrance west to ditch and north to the water line. From east side of entrance road north to the water line; east along the tall weed line at the marsh and south to the water line. Mow through the campground area.
- Weed trim/herbicide around all signs, trees, pavilion, and other obstacles to mowing.
- Palm frond removal every visit.
- Remove aquatic weed debris from the paved area by the boat launches. Remove floating weeds from around the launch docks.
- Edge along all paved areas. Power blow along all paved areas and pavilion.

Trash Pick Up:

- Pick up all trash and debris on the park grounds. Empty all trash barrels into dumpster and replace.

5. **C. S. Lee Park (3 acres)**

4600 East State Road 46
Geneva, Florida

Mow Weekly from April 1-October 31.

Mow Monthly from November 1 – March 31.

Pick up trash twice weekly – Monday and Friday – year round (52 weeks)

- Pick up all trash and debris prior to mowing and place in trash dumpster. Mow entrance roadway along drainage ditch five feet from road base, trim area on west side of retention pond, weed control around ballards next to parking lot on north side. Mow area from park entrance 20 feet past stop sign, on the north to the canal, along the water's edge including slope, and south along State Road 46.
- Weed trim/herbicide around all signs, trees, pavilion, and other obstacles to mowing.

- Remove aquatic weed debris from the paved area by the boat launches. Remove floating weeds from around the launch docks.
- Edge along the entrance road and power blow the road edges. Power blow along all picnic tables, pavilion area and parking area.

Trash Pick Up:

- Pick up all trash and debris on the park grounds. Empty all trash barrels into dumpster and replace.

6. Lake Jesup Park (6 acres)

5951 S. Sanford Avenue
Sanford, Florida

Mow Weekly from April 1-October 31.

Mow Monthly from November 1 – March 31.

Pick up trash twice weekly – Monday and Friday – year round (52 weeks)

- Pick up all trash and debris prior to mowing and place in trash dumpster. Mow area from park entrance west to fence line, out peninsula to water line. Mow north to fence line, east to fence line, and south to fence line. Areas near water line that cannot be mowed should be cleared with a weed trimmer.
- Weed control along fence lines. Weed trim/herbicide around all signs, trees, pavilion, and other obstacles to mowing.
- Palm frond removal from park area even into the wet area on the east side every visit.
- Remove aquatic weed debris from the paved area by the boat launches. Remove floating weeds from around the launch docks.
- Edge along all paved areas. Power blow along all paved areas and pavilion.

Trash Pick Up:

- Pick up all trash and debris on the park grounds. Empty all trash barrels into dumpster and replace.

7. **Big Lake Dot (15 acres)**

Lake Dot Drive
Sanford, Florida

Mow Weekly from April 1-October 31.

Mow Monthly from November 1 – March 31.

Pick up trash twice weekly – Monday and Friday – year round (52 weeks)

- Pick up all trash and debris prior to mowing and place in trash dumpster at Sunland Park. Mow all areas bordered by Lake Dot Drive. Mow to the water's edge (fluctuating) except in established lakefront vegetation on both sides of the lake.
- Weed trim/herbicide around all signs, trees, pavilion, and other obstacles to mowing.
- Clean around water's edge and out into water as far as possible.

Trash Pick Up:

- Pick up all trash and debris on the park grounds. Empty all trash barrels into dumpster and replace.

Wilson's Landing Park
Routine
Scope of Services
for
Turf Mowing

Ameriscapes turf grass maintenance proposal for Wilson's Landing Park at 387 Malekean Trail located off St. Road 46 West of I4 near the Wekiva River. This is a 19 acre parcel encompassing approximately 60% bush hog mowing, 40% fine mowing.

Bush Hog mowing - **\$ 450.00 per service**

Trim out (72" mowing) planted tree areas - **\$ 120.00 per service**

Small machine mowing and edging (Parking area, Retention area, Restroom North to entry road, sidewalk from parking lot to mooring dock with 72" mower - **\$ 270.00 per service**

Bush Hog mowing
21 total services for \$ 9,450.00

Bi-monthly mowing April 1st - October 31st (mowing to be completed by the 15th & 30th)
Monthly mowing November 1st - March 31st (mowing to be completed by the 15th)

Trim out tree mowing
21 total services for \$ 2,520.00

Bi-monthly mowing April 1st - October 31st (mowing completed by the 15th & 30th)
Monthly mowing November 1st - March 31st (mowing completed by the 15th)

Small Machine mowing/edging/bower blowing
37 total services for \$ 9,990.00

Weekly mowing March 1st - September 30th (mowing to be completed by Friday of each week)

Bi-Monthly mowing October 1st - November 30th (mowing completed by the 15th & 30th)

Monthly mowing December 1st - February 28th (mowing completed by the 15th)

Note: Each mowing service is to include power blowing and edging the pavilion floor, sidewalks, and parking lot.

BID RESPONSE FORM
A/B-3025A-01/GG

In accordance with the foregoing bid terms, conditions and specifications, the undersigned bidder hereby submits the following prices to supply Seminole County with Grounds Maintenance Services. Please quote a price per service call. Seminole County has assigned weighted values to each function of required service for each site covered by this Invitation to Bid. These values are stated as percentages of the per service call price quoted by each bidder. These computed numbers shall be used to allow administrative revision of service for each site on a function by function basis. These numbers shall also be used to withhold payment in the event of unsatisfactory performance by the successful bidder.

ITEM	EST. QUAN	LOCATION	PRICE PER 100% SERVICE CALL	EXTENSIC
1a	33	Lake Monroe Wayside Park	\$ 47	\$ 1,551
1b	104	Trash pick up	\$ 10	\$ 1,040
TOTAL FOR LOCATION #1				\$ 2,591

ITEM	EST. QUAN	LOCATION	PRICE PER 100% SERVICE CALL	EXTENSIC
2a	33	Central Florida Zoological Park	\$ 85	\$ 2,805
TOTAL FOR LOCATION #2				\$

ITEM	EST. QUAN	LOCATION	PRICE PER 100% SERVICE CALL	EXTENSIC
3a	33	Cameron Wight Park	\$ 65	\$ 2,145
3b	104	Trash pick up	\$ 16	\$ 1,664
TOTAL FOR LOCATION #3				\$ 3,809

ITEM	EST. QUAN	LOCATION	PRICE PER 100% SERVICE CALL	EXTENSIC
4a	33	Mullet Lake Park	\$ 145	\$ 4,785
4b	104	Trash pick up	\$ 60	\$ 6,240

11,025

ITEM	EST. QUAN	LOCATION	PRICE PER 100% SERVICE CALL	EXTENSIC
7a	33	Big Lake Dot	\$ 189	\$ 6,237
7b	104	Trash pick up	\$ 10	\$ 1,040
TOTAL FOR LOCATION #7			\$	7,277

TOTAL FOR LOCATION #8 \$				
ITEM	EST. QUAN	LOCATION (Added in Amendment #2)	PRICE PER 100% SERVICE CALL	EXTENSIC
8		Wilson's Landing Park		
8a	21	Bush hog mowing services	\$ 450	\$ 9,450
8b	21	Trim out tree mowing services	\$ 120	\$ 2,520
8c	37	Small machine mowing, edging, blowing	\$ 270	\$ 9,990
TOTAL FOR LOCATION #8			\$	21,960

GRAND TOTAL :	\$ 49,467
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Bidder's Name: <i>AmeriScapes</i>	Authorized Signature: <i>B. [Signature]</i>
Address: <i>P.O. Box 568762</i>	Printed Name: <i>Billy B. [Signature]</i>
City, State, Zip: <i>Orlando, FL 32856</i>	Title: <i>President</i>
Remittance Address: <i>same</i>	Telephone Number: <i>(407) 872-0855</i>
City, State, Zip:	Toll Free Number: <i>(800)</i>

Exhibit B

Board of County Commissioners

Seminole County, Florida

ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TAX EXEMPTION NUMBERS:
FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

SOFT

ROPEZIM

ORDER TYPE OP
REVISION DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING DEPT/DIV

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS