

**29. Award IFB-3081-04/GMG – Term Contract for Cedar Ridge Grounds Maintenance and Internal Improvements Services Agreement, to Green Earth Corporation, Geneva (Initial Contract Period three (3) years).**

IFB-3081-04/GMG will provide for all labor, materials, equipment, coordination and incidentals necessary for mowing, edging, trimming, debris removal, fertilization, irrigation and miscellaneous ground maintenance related to Cedar Ridge complex, as further described in the scope of services.

This project was publicly advertised and the County received three (3) submittals in response to the solicitation. The Review Committee which consisted of Fiscal Services Department personnel reviewed the responses and recommends award of the contract to the most responsive and responsible, lowest bidder, Green earth Corporation, Geneva. Consideration was given to proposed cost for required services, past performance and related experience.

This agreement shall take effect on the date of its execution by the County and shall run for an initial period of three (3) years. The estimated contract value for three years is \$60,000. 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 on an as-needed basis and as directed by the County Project Manager.

Fiscal Services/MSBU and Fiscal Services/Purchasing and Contracts Division recommends the Board to award the project and authorize the County Manager to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the IFB documents.

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

BID NUMBER: IFB-3081-04/GMG

BID TITLE: Term Contract for Cedar Ridge Grounds Maintenance & Internal Improvements

OPENING DATE: March 10, 2004 - 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
	Green Earth Corporation. P.O. Box 1186 Geneva, Florida 32732  (407) 365-8800 – Phone (407) 365-8812 – Fax Randolph Pepe	Eagle Landscaping P.O. Box 1875 Apopka, Florida 32704  (407) 886-0466 – Phone (407) 889-0146 – Fax Fred Nathan Dunn	A.G. Lawn Service, Inc. 5441 Justine Way Winter Park, Florida 32792 <b>Non-Responsive</b>  (407) 672-3039 – Phone (407) 699-6094 – Fax Alfredo Gutiérrez
TOTAL AMOUNT OF BID	\$19,918.00	\$21,998.00	\$22,115.00
Conflict of Interest Statement	Yes	Yes	Yes
Past Performance	Yes	Yes	No
Approach to Work	Yes	Yes	No
Compliance with Public Records Law	Yes	Yes	Yes
Bidder's Certification	Yes	Yes	Yes

Bidder # 3 – considered non-responsive by Purchasing & Contracts for failure to submit Past Performance and Approach to Work information, and not meeting the minimum three-year experience requirements stated in the Award Criteria of the solicitation package.

*Note : These results are preliminary, pending further evaluation by the selection committee.-*

Posted: 3/10/2004 Recommendation of Award: \_\_\_\_\_

**CEDAR RIDGE GROUNDS MAINTENANCE AND INTERNAL IMPROVEMENTS SERVICES  
AGREEMENT (IFB-3081-04/GMG)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GREEN EARTH CORPORATION**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 1186, Geneva, Florida 32732, 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 and internal improvements for Cedar Ridge 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 and internal improvements 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/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 (3) years and, at the sole option of COUNTY, may be renewed for two (2) 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 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. Purchasing and Contracts Division will be allowed to issue Purchase Orders against this Agreement as long as the cumulative amount of all Purchase Orders does not exceed budgetary constraints.

**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:

Fiscal Services Department, MSBU Division  
1101 E. First Street  
Sanford, Florida 32771

(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 (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County 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 ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR 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 partici-



pating 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:**

Fiscal Services Department, MSBU Division  
1101 E. First Street  
Sanford, Florida 32771

**FOR CONTRACTOR:**

Green Earth Corporation  
P.O. Box 1186  
Geneva, Florida 32732

**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.

GREEN EARTH CORPORATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

RANDOLPH M. PEPE  
Director of Operations

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
J. KEVIN GRACE, County Manager

\_\_\_\_\_

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Within authority of Resolution  
No. 93-R-71 adopted February 23,  
1993.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

3/25/04  
ifb-3081

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order
- Exhibit "C" - Invoice of Rendered Services

**Exhibit "A"**  
**Scope of Services**  
**Term Contract for Cedar Ridge Grounds Maintenance & Internal Improvements**

**A. Turf**

1. Mowing - Contractor will mow turf areas along Dike, along Howell Branch Road extending 45 feet beyond wall, and in front of retention pond on Bentwood Avenue, once a week from March through October. The rest of the year, mowing will be done as often as needed to keep grass from growing more than one inch above cutting height (approximately 45 mowings per year). Mowing height shall be no more than three inches, as measured on flat, paved surface. Clippings may be left on the lawn so as no readily visible clumps remain on the grass 24 hours after mowing. Otherwise, the Contractor will collect and dispose of the clippings or leaves.
2. Edging - Contractor will edge along all sidewalks, roadways and parking lots (if applicable) with every mowing. All areas around planting beds and trees shall be edged with every other mowing. Grass growing in concrete will be sprayed with herbicides.
3. Blowing - Contractor will remove all grass clippings, leaves, and landscaping debris from paved surfaces and sidewalks onto turf. If excessive, the resulting piles will be raked and removed by Contractor.

**B. Ornamental (ground cover, shrubs, and trees less than 12 ft.)**

1. Trimming- Contractor will trim/prune ornamentals at least once per month to accomplish one or more of the following:
  - Maintain size and shape promoting natural growth pattern except where a formal appearance is preferred.
  - Removal of damaged branches.
  - Promotion of fruiting or flowering.
2. Annuals- Contractor will install 240 4" annuals three times per year. Annuals will be allocated appropriately between (1) the entrance on Dike Road, (2) the entrance on Howell Branch Road, and (3) the corner of Dike and Howell Branch Road. Irrigation requirements for these plantings are to be arranged and monitored by Contractor. Plantings of annuals are to be discussed in advance and coordinated with the MSBU Program office.
3. Mulch- Contractor will add 20 yards of mulch to existing areas two times per year. Recommendations for placement of mulch are to be discussed in advance and coordinated with the MSBU Program office.

**C. Irrigation System**

The Contractor will be responsible for any damages that may be done to the irrigation system. The Contractor will visually check the system weekly for dry turf areas or damage due to vandalism. The Contractor will physically check irrigation system, clean out around heads, and make minor adjustments monthly. Contractor will make minor repairs totaling up to \$300 per year without additional charge to the district.

**D. Fertilization, Weed Control and Pest Control**

1. Inspecting for signs of disease, insects or nutrient deficiency - The Contractor will visually inspect for signs of disease, insects or nutrient deficiency when weeding and trimming. Upon diagnosis of problem, method of control must be identified and implemented.
2. Weeding- On a weekly basis, the Contractor will inspect the turf and ornamental grounds for weeds. The Contractor will chemically control weeds through the use of pre-and post-emergent herbicides where possible. In locations or situations where chemical treatment is not feasible the Contractor will physically remove weeds. Maintaining a sufficient layer of mulch or other weed control barrier is required.
3. Contractor will provide fertilization and pest control services per the detailed Schedules. Turf areas are to be fertilized four times per year [February, April, June and October]. Ornamentals are to be fertilized three times per year (February, May and October).

**E. Grounds Maintenance & Evaluations**

1. Litter and other non-landscape Debris Removal- Contractor will pick-up and removal all litter (such as newspaper, cans, bottles, discarded items, trash, signs etc.) from landscape, turf, and entrance areas within boundaries of contracted service area.
2. Summary Evaluation of Service Area - A quarterly evaluation of turf and ornamentals must be performed with a summary presented to the MSBU Program representative. Summary may be in writing or conducted verbally by phone or in person. The evaluation summary will include review of service concerns, condition of ornamentals, turf, and entrance areas, along with general plans or recommendations for ensuring landscaping results are consistent with maintaining optimal conditions. If requested, a walk-through evaluation will be provided. [March, June, September, December]

**F. Scheduling for Weekly Services**

Weather permitting, all weekly services will be conducted on the same day each week. A weekly service day of either Friday or Thursday is expected unless otherwise negotiated with MSBU Program office at the end of each quarter of the service year. If service can not be provided on the expected date of service, alternative arrangements must be discussed and agreed upon via the MSBU Program office to ensure payment for the full monthly service allotment. If weather conditions prohibit providing service in a quality manner on the normally scheduled day (Friday or Thursday), the pending service is expected to be provided on the first week day on which weather conditions have returned to acceptable conditions.

**G. Other**

1. General liability insurance - Contractor must carry \$1,000,000 in general liability insurance which covers property damage and personal injury. Also, the Contractor must carry Worker's Compensation insurance coverage.

## **Fertilization & Herbicide Schedule**

### **ORNAMENTALS FERTILIZATION**

#### **May/February/October:**

Fertilize with 14 -14 -14 with micronutrients; 1# per 100 - square feet. (Sulfur coated urea N; Sulfur coated ammonitic N) Slow release.

### **TURF FERTILIZATION & HERBICIDE TREATMENT**

#### **February:**

164-825% S.C.U. with pre-emergent herbicide (Atrazine - St Augustine; 2-4-D- Bahia)

#### **April:**

17-44-25% - S.C.U. with pre-emergent herbicide (Atrazine - St. Augustine; 2-4-D- Bahia)

#### **June:**

29-3-5-25% S.C.U. with Dunban in St. Augustine if insects persistent; with Oflanol in Bahia if insects persistent

#### **October:**

164-825% S.C.U. pre-emergent herbicide (Atrazine - St. Augustine; 2-4-D - Bahia)

## **Disease & Pest Control Schedule**

### **INSECT AND DISEASE PROBLEMS**

Must be treated with curative approach. It would be economically and environmentally unsound to use a preventative approach. A weekly inspection of ornamentals for signs of excessive insect/disease activity must be done. Upon diagnosis of problem, control must be selected.

# CEDAR RIDGE MSBU



## Irrigation System

I-1, I-2, I-3, I-4, I-5



## Primary Areas

**Turf, Ornamentals & Annuals**

- A – Howell Branch Road Entrance
- B – Corner Howell Branch and Dike
- C – Dike Entrance South Side
- D – Dike Entrance North Side



## Secondary Areas

**Ornamentals & Turf**

- 1E&W – Howell Branch Road along perimeter wall: Ornamentals
- 2 a, b, & c – Howell Branch Entrance
- 3 N&S – Dike Road along perimeter wall: Turf & minor ornamentals (creeping figs, cedars, etc.)
- 4 a – Fencing/Easement by Retention Pond



Area 4



Area 4a



Area 3N



Area D



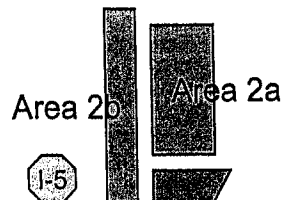
Area C



Area 3S



Area B



Area 2a

Area 2b



Area A



Area 1E



Area 2c



Area 1W



CEDAR RIDGE  
Green Earth  
IFB-3081-04/GMG

ITEM	SERVICE	FREQUENCY	RATE	DATE(S)
A1, 2, 3	Mowing, Edging, Blowing/Debris Removal	WEEKLY	158.00	
B1	Trimming/Pruning	MONTHLY	105.00	
B2	Annuals – include quantity	SCHEDULED 240 x 3 (April, July, November)	1.00	
B3	Mulch – include volume (cubic yards)	SCHEDULED 20 CY 2X (June & January)	35.00	
C	Irrigation – Check & minor repairs	WEEKLY (WET CHECK MONTHLY)	38.00	
D1	Inspect/Treat turf & ornamentals for insect or disease problems & nutrient deficiency	WEEKLY	32.00	
D2	Weed Control	WEEKLY	35.00	
D3	Fertilization of turf areas	SCHEDULED 4X (April/June/October/February)	250.00	
D3	Fertilization of ornamentals	SCHEDULED 3X (May/October/February)	180.00	
E1	General Litter & Debris Pick-up	WEEKLY	35.00	
E2	Quarterly Evaluation	QUARTERLY (Mar/Jun/Sept/Dec)	152.00	