

33. Award IFB-3091-04/BJC – Term Contract for Mowing and Clean-up of Surplus Locations, to Cato Environmental Services, Inc., Longwood.

IFB-3091-04/BJC will provide for all labor, materials, equipment, coordination and incidentals necessary for mowing and clean-up services for Seminole County surplus locations in accordance with 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 Administrative Services Department/Support Services personnel reviewed the responses and recommends award of the contract to the most responsive and responsible Bidder, Cato Environmental Services, Inc., Longwood. Consideration was given to the project required submittals, past performance and price proposal.

This agreement shall take effect on the date of its execution by the County and shall run for an initial period of two (2) years and, at the sole option of the county, may be renewed for three (3) successive periods not to exceed one (1) year each. 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. The estimated annual usage of the contract is \$50,000.00.

Administrative Services Department/Support Services Division 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
BID TABULATION SHEET**

BID NUMBER: IFB-3091-04/BJC
 BID TITLE: Term Contract for Mowing and Clean-up of Surplus Locations
 OPENING DATE: June 16, 2004 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	
	Cato Environmental Services, Inc. 2112 Cluster Branch Ct. Longwood, Florida 32779 (407) 804-0306 – Phone (407) 804-0360 – Fax Lara Cato	A.G. Lawn Service, Inc. 5441 Justine Way Winter Park, Florida 32792 (407) 497-0279 – Phone (407) 672-3039 – Fax Alfredo E. Gutiérrez	Lapin Services 3031 West 40 th Street Orlando, Florida 32839 (407) 841-8200 – Phone (407) 841--8403 – Fax Denis Lapin	
Total Amount of Bid	\$37,092.00	\$67,880.00	\$283,175.00 (revised)	
Past Performance Information	Included	Not 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. García (Posted 6/17/2004 @ 9:00 AM)
 Recommendation of Award: TBD

**TERM AGREEMENT FOR MOWING AND CLEAN UP OF SURPLUS LOCATIONS
(IFB-3091-04/BJC)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CATO ENVIRONMENTAL SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 951556, Lake Mary, Florida 32795, 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 mowing and clean up services for surplus locations 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 mowing and clean up 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 two (2) 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/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.

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 annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed COUNTY budgeted amounts for mowing and clean up of surplus locations.

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:

Administrative Services
200 W. County Home Road
Sanford, Florida 32773

(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



(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 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:

Administrative Services
200 W. County Home Rd.
Sanford, FL 32773

FOR CONTRACTOR:

Cato Environmental Services, Inc.
P.O. Box 951556
Lake Mary, FL 32795

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

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

ATTEST:

CATO ENVIRONMENTAL SERVICES, INC.

Secretary

(CORPORATE SEAL)

By: _____
LARA CATO, President

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

For the use and reliance
of Seminole County only.

Date: _____

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk

6/23/04

ifb-3091-cato

Attachments:

Exhibit "A"- Scope of Services / Price Schedule

Exhibit "B"- Sample Purchase Order

Exhibit "A"
Scope of Services, Price Schedule and Locations of Property Maps

The selected Provider will be responsible for providing mowing and clean-up services for Seminole County surplus locations in accordance with the solicitation. Services under this Agreement will be required through Purchase Orders issued by the County.

A. REQUIREMENTS:

1. The locations to be mowed under this group are all designated road property and all are within Seminole County.
2. The intended frequency of mowing these designated property locations shall be twice a month from May 1 through September 30 (summer) and once a month from October 1 through April 30 (winter), unless otherwise directed by the Project Manager.
 - For the twice a month mowing requirements from May through September, mowing will be accomplished during the first week of each month and the third week of each month.
 - For the once a month mowing requirements from October through April, mowing will be accomplished prior to the 15th of each month. A work authorization will be issued prior to mowing cycle(s). If applicable, all curbs, sidewalks, and driveways will be edged once a month.
3. Contractor will be required to notify the inspector on a daily basis during the course of each cycle as to the progress of the cycle before 9:00 a.m., Monday through Friday. The Contractor will be available for consultation estimates, etc. in Seminole County Support Services or the field as required by county personnel.
4. Contractor personnel shall wear appropriate apparel displaying company name while on County property. Personnel are required to wear an orange safety vest or the equivalent to (example: "T" shirts or uniform shirt that is blaze orange) when mowing in heavy traffic areas.
5. The entire site shall be cleared of trash and debris throughout the entire mowing limits. Regardless of the nature of the event, trees included.
7. If applicable all curbs, sidewalks, and driveways will be edged once a month. One mowing cycle is requested during a month (this is for Bahia grass).
7. Those areas which are inaccessible to mowing machinery shall/will be trimmed in conjunction with each mowing cycle.
8. In some cases, there may be areas that require some tree or hedge pruning to achieve mowing height. It shall be the Contractor's responsibility to prune and remove debris.
9. **It shall be the Contractor's responsibility to maintain traffic flow through the designated work area. The Contractor will be guided by and shall adhere to the requirements of the State of Florida Department of Transportation's Manual on**

Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations.

10. All equipment used under this contract must be approved for use by the designated Contract's Inspector.
11. All work within these designated areas will be under the supervision of designated Contract's Inspector.
13. Cycles in the summer are to be fully completed within fourteen (14) calendar Days and in the winter within 30 days, from the notice to proceed start date.

B. GENERAL:

1. Contractor must provide Administrative Services/Support Services with a written maintenance schedule for all site locations as periodic follow-up inspections will be performed by County personnel.
2. Contractor will be responsible for repairs of any damage to County property or property owned by others, including but not limited to trees, shrubs, buildings, sidewalks, curbs and pavement.
3. Contractor will be required to start work within five (5) days of Notice to Proceed.
5. Contractor will be required to notify Administrative Services/Support Services designee of reason or failure to perform work as required in writing or by Fax.
5. A weekly mowing schedule shall be submitted to support services no later than Monday of the mowing week.

C. COUNTY DEFINITIONS TO DESCRIBE SCOPE OF SERVICES AS EXPECTED:

- A. **Edging** - Shall mean the use of an edger only. All tree rings, sidewalks, curbs and spill ways will be edged once a month during a mowing cycle or as directed. Edging shall not be considered completed until undesirable material has been removed (from over sidewalk curb lines).
- B. **Herbicide** - Herbicide will be allowed to be used around poles, fences, guard rails, walls, expansion joints in sidewalks, mouths of curbs, inlets and curb joints only.
- C. **Weed-eating** - All areas which are inaccessible to mowing machinery, slopes, poles, fences, walls, guard rails, shall/will be trimmed in conjunction with each mowing cycle.
- D. **Pruning** - All trees shall kept clear of dead, unsightly or hazardous limb ups to a height of eight (8') to ten (10') feet to assure clear sight distance and vertical clearance to achieve mowing height. Limbs over hanging sidewalk and alongside are to be trimmed to assure safe passage.

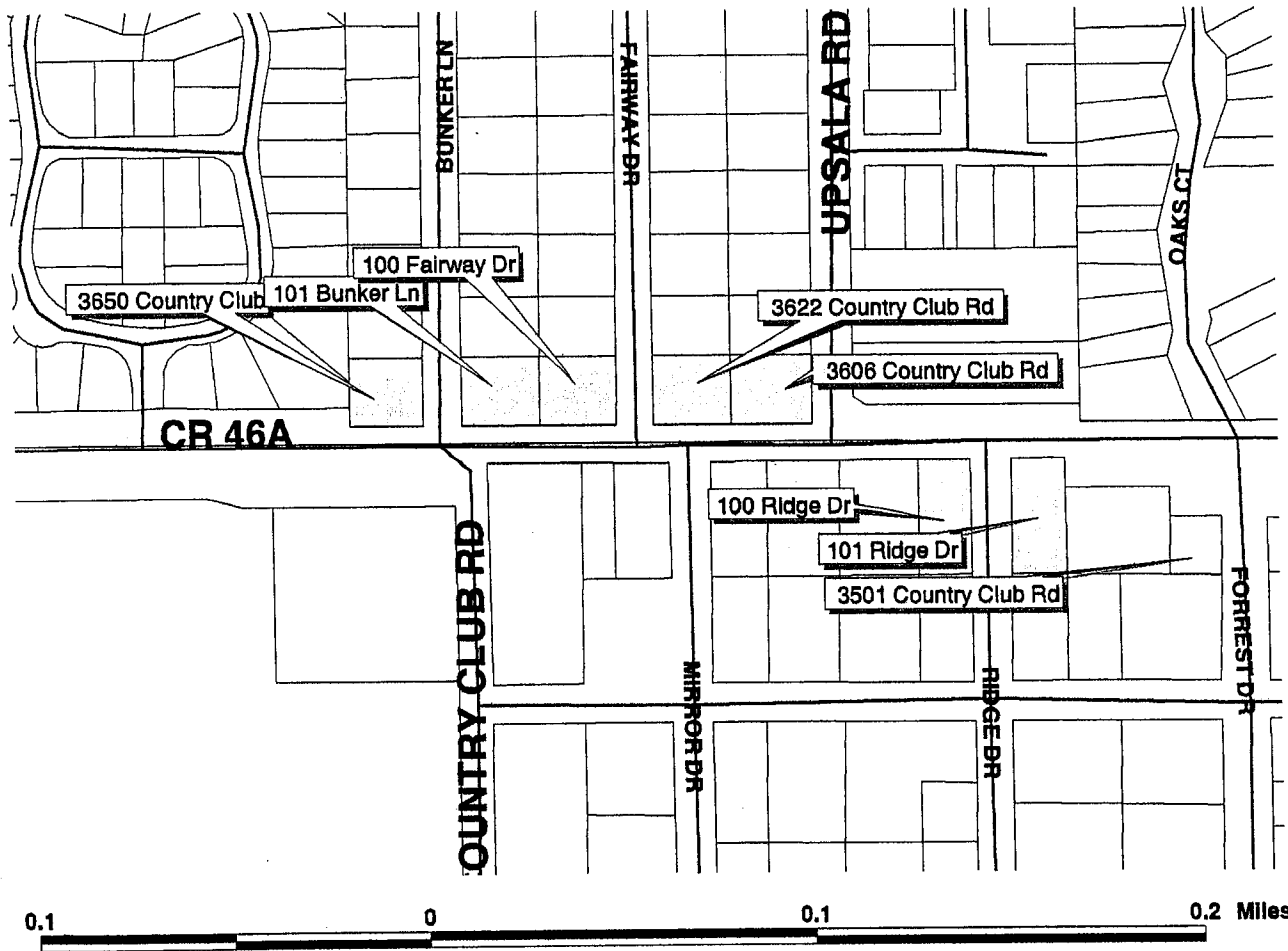
- E. **Mowing** - All sites shall be cut to a uniform height of three inches (3") plus or minus one half inch (1/2"). Vendor shall make every effort not to cause "scalping" while mowing any area.
- F. **Trash Removal** - Trash pick up shall include bottles, glass, cans, paper scraps, and branches. Vendor shall report the cubic yards of trash removed from each site.
- G. **Cuttings and Trimmings** - To avoid unsightly rights-of-way due to pruning, grass or vegetation cuttings, it shall be the responsibility of the vendor to remove or disperse as necessary to eliminate these conditions.

APPAREL: Contractor's personnel shall wear at all times, appropriate apparel identifying the company name while performing work for the County under this Agreement. Contractor's personnel shall at all times, when performing work in high traffic areas, wear safety and protection equipment.

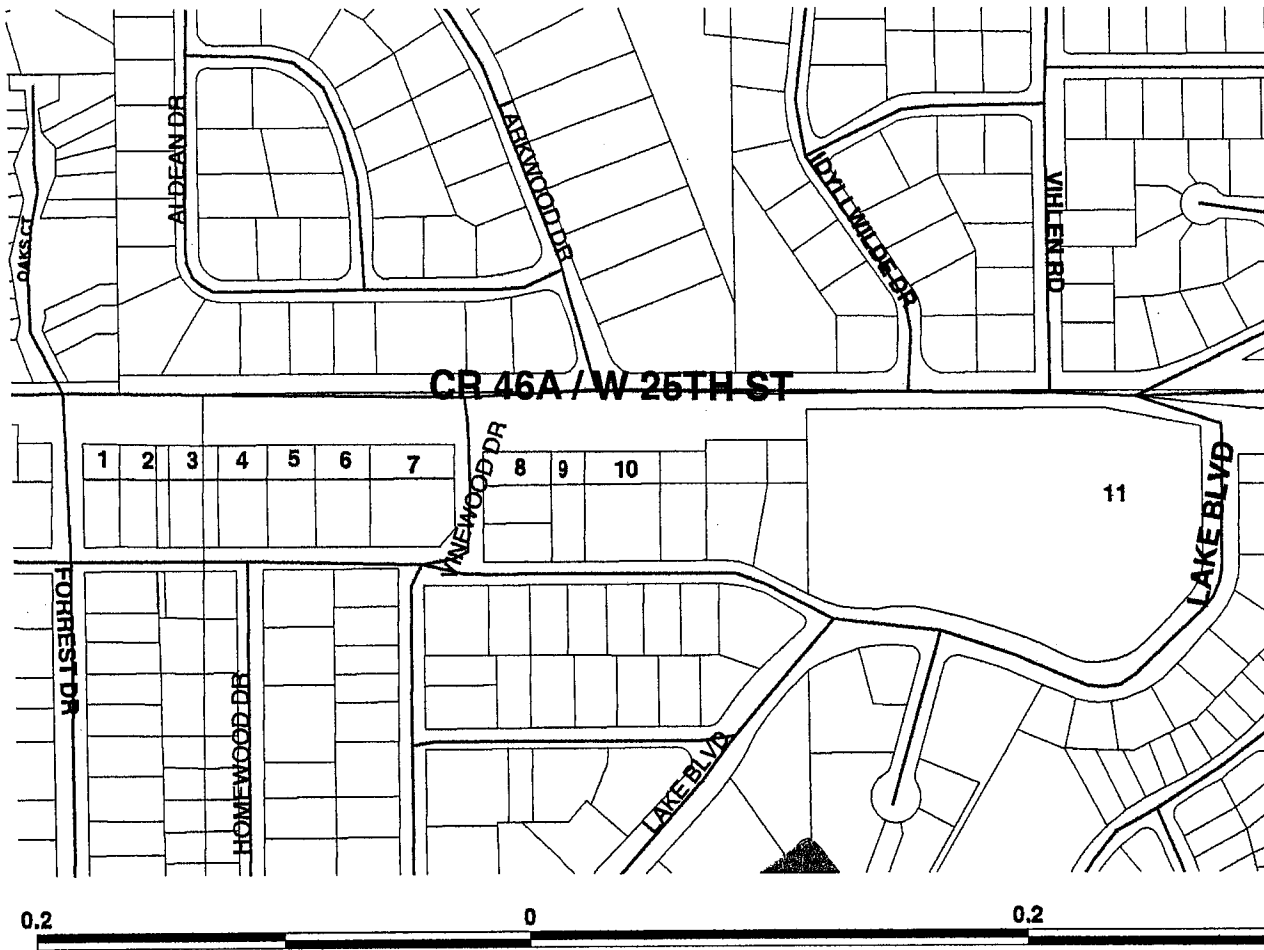
PROTECTION OF PROPERTY: The Contractor shall at all times, guard against damage or loss to the property of the County or property owners and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Bidder or his agents.

EQUIPMENT: All equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. All trucks and trailers shall have appropriate signage denoting company name affixed at all times. Equipment shall have proper safety devices maintained in working order at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the County shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the County. The Contractor shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

Seminole County Property CR 46A, Phase II Sanford



Seminole Country Property CR 46A, Phase III Sanford



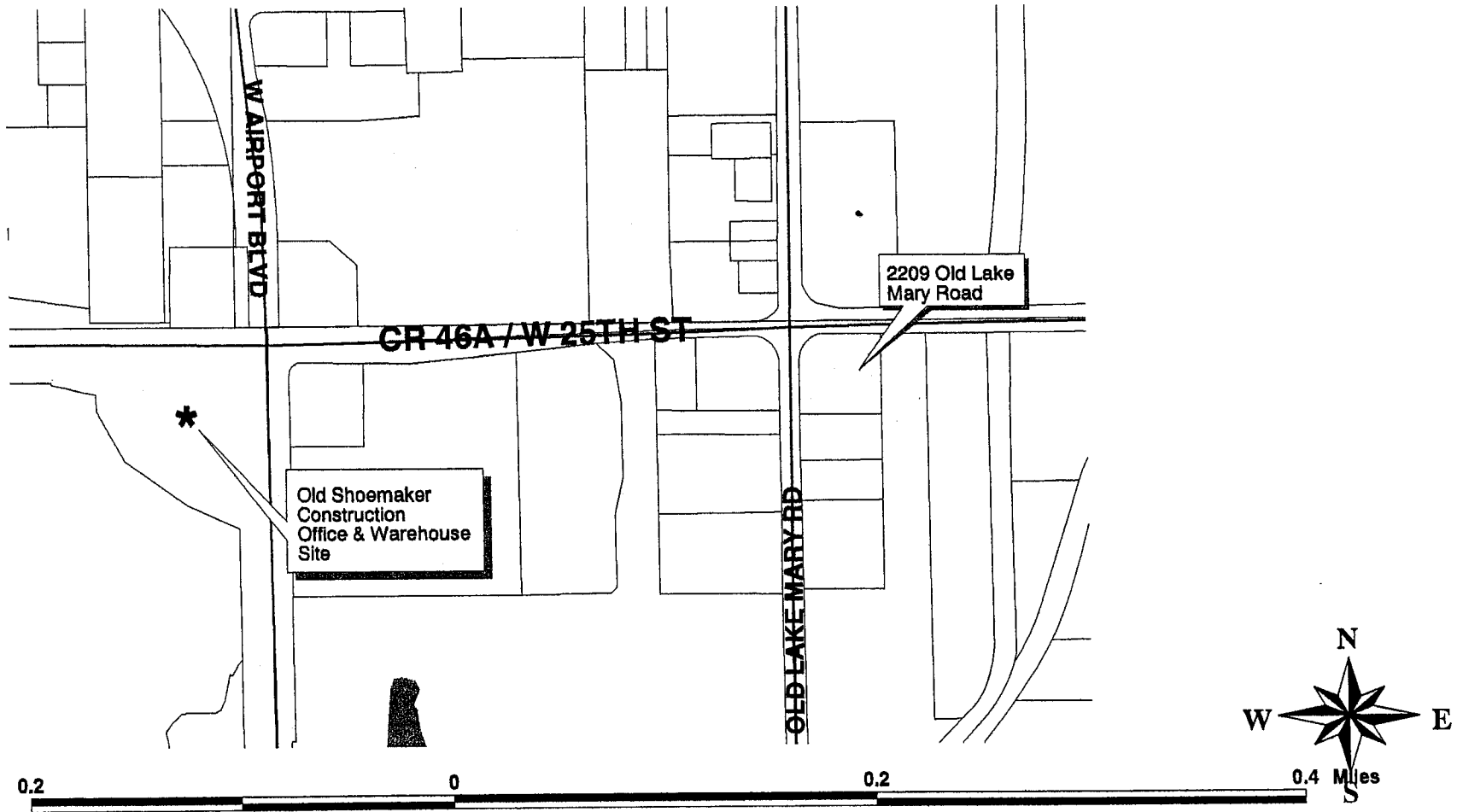
Property Addresses:

1. 101 Forrest Dr
2. 3465 Country Country Rd
3. 3455 Country Country Rd
4. 3449 Country Country Rd
5. 3445 Country Country Rd
6. 3437 Country Country Rd
7. 3429 Country Country Rd
8. 101 Vinewood Dr
9. 3339 Country Club Rd
10. 3329 Country Club Rd
11. Corner of Lake Blvd & CR 46A

Seminole County Property

CR 46A Phase III

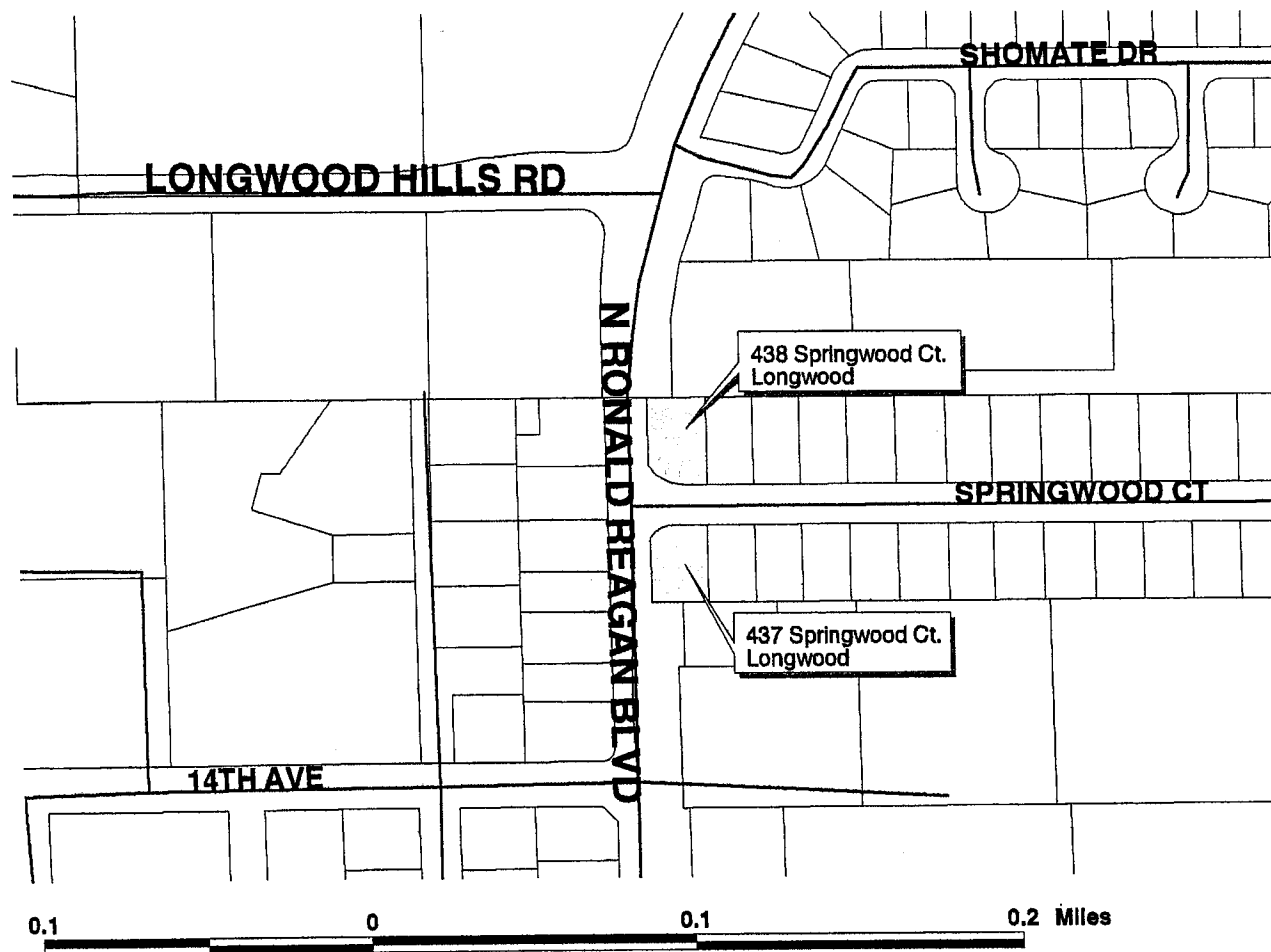
Sanford



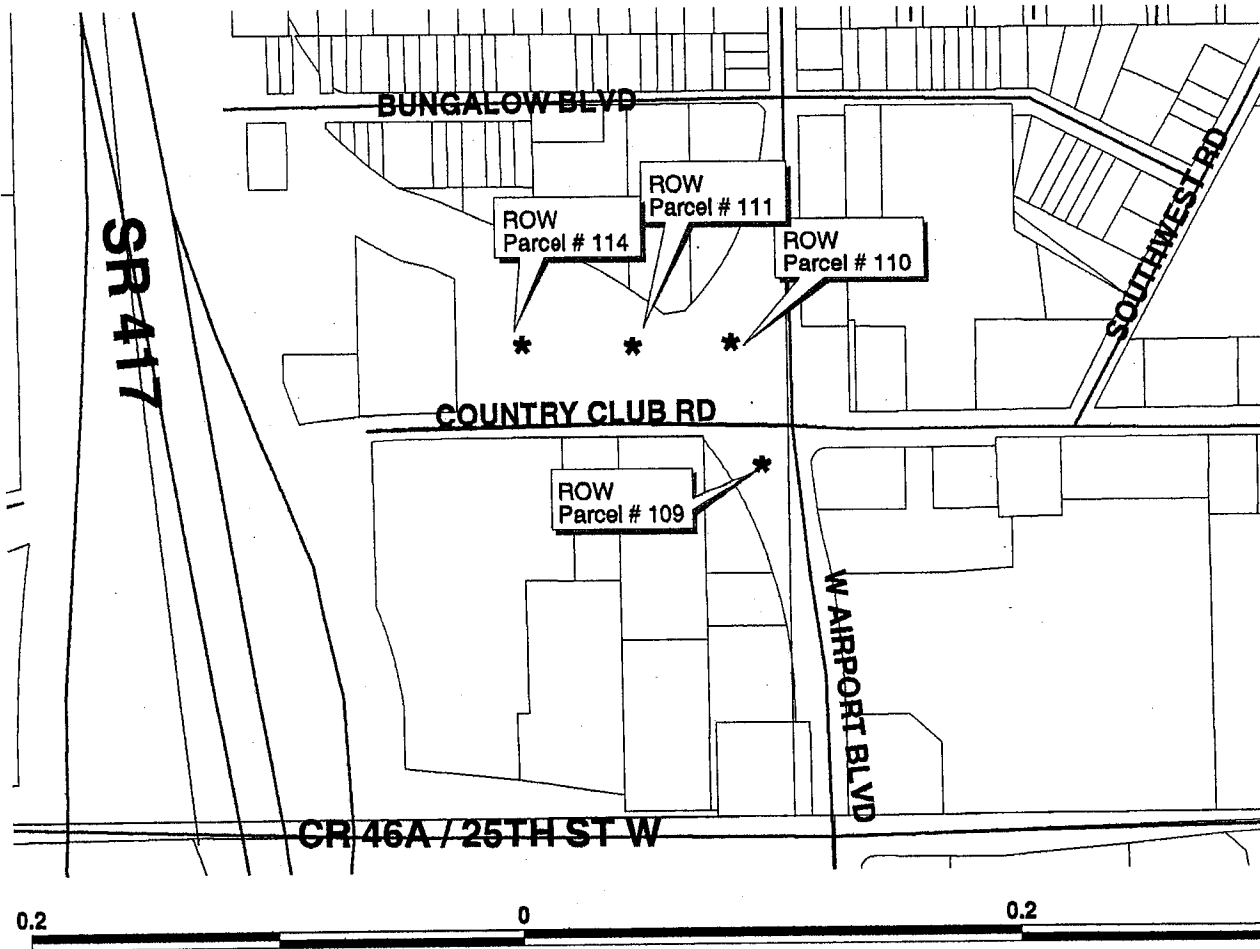
Seminole County Property

N Ronald Reagan Blvd

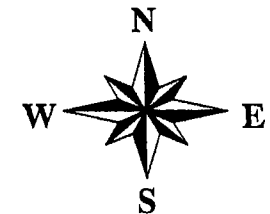
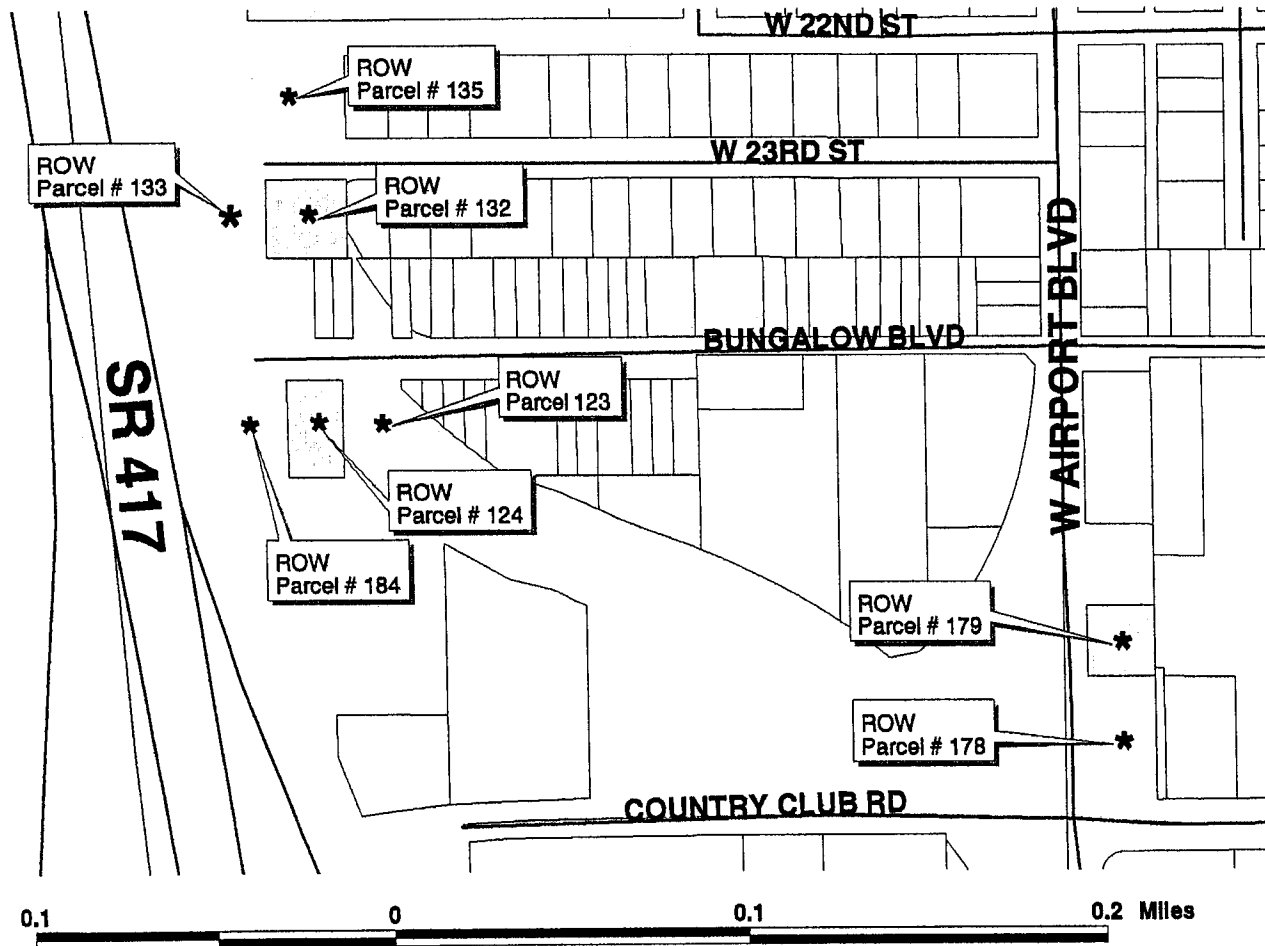
Longwood



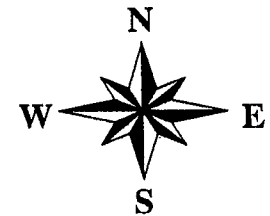
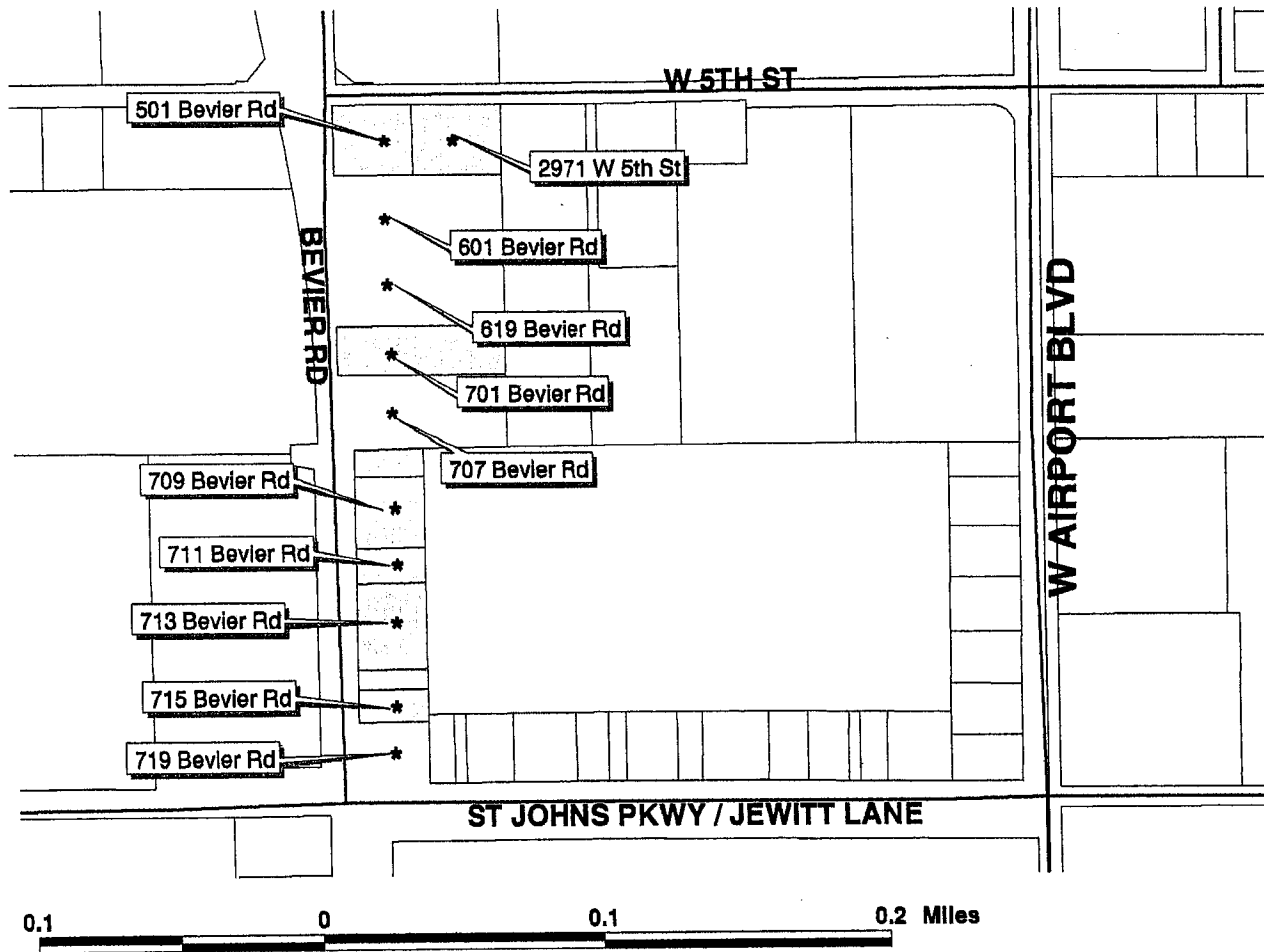
Seminole County Property Airport Blvd, Phase III Sanford



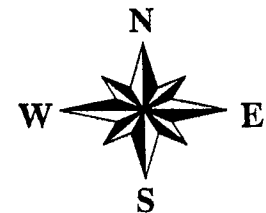
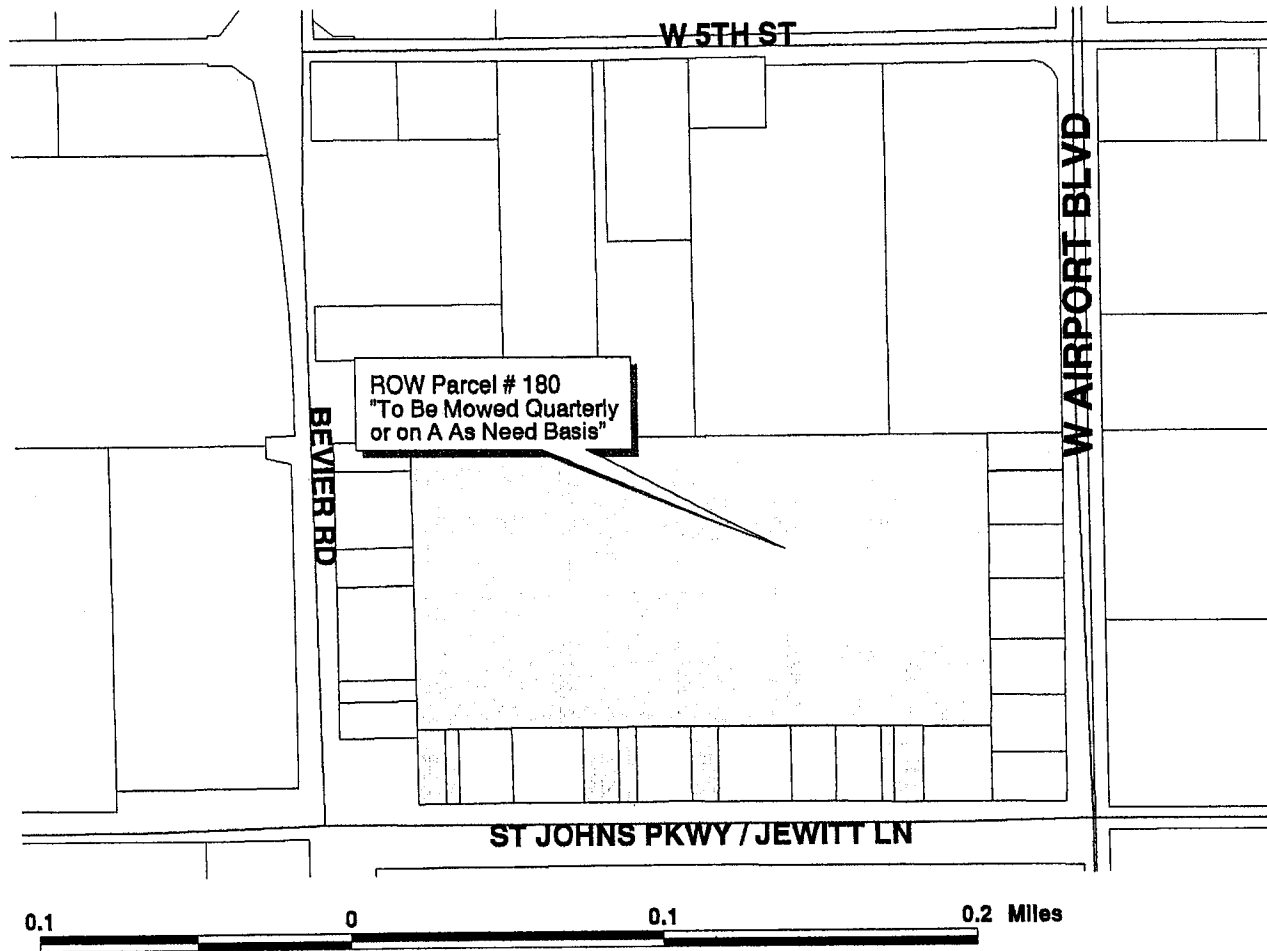
Seminole County Property Airport Blvd, Phase III Sanford



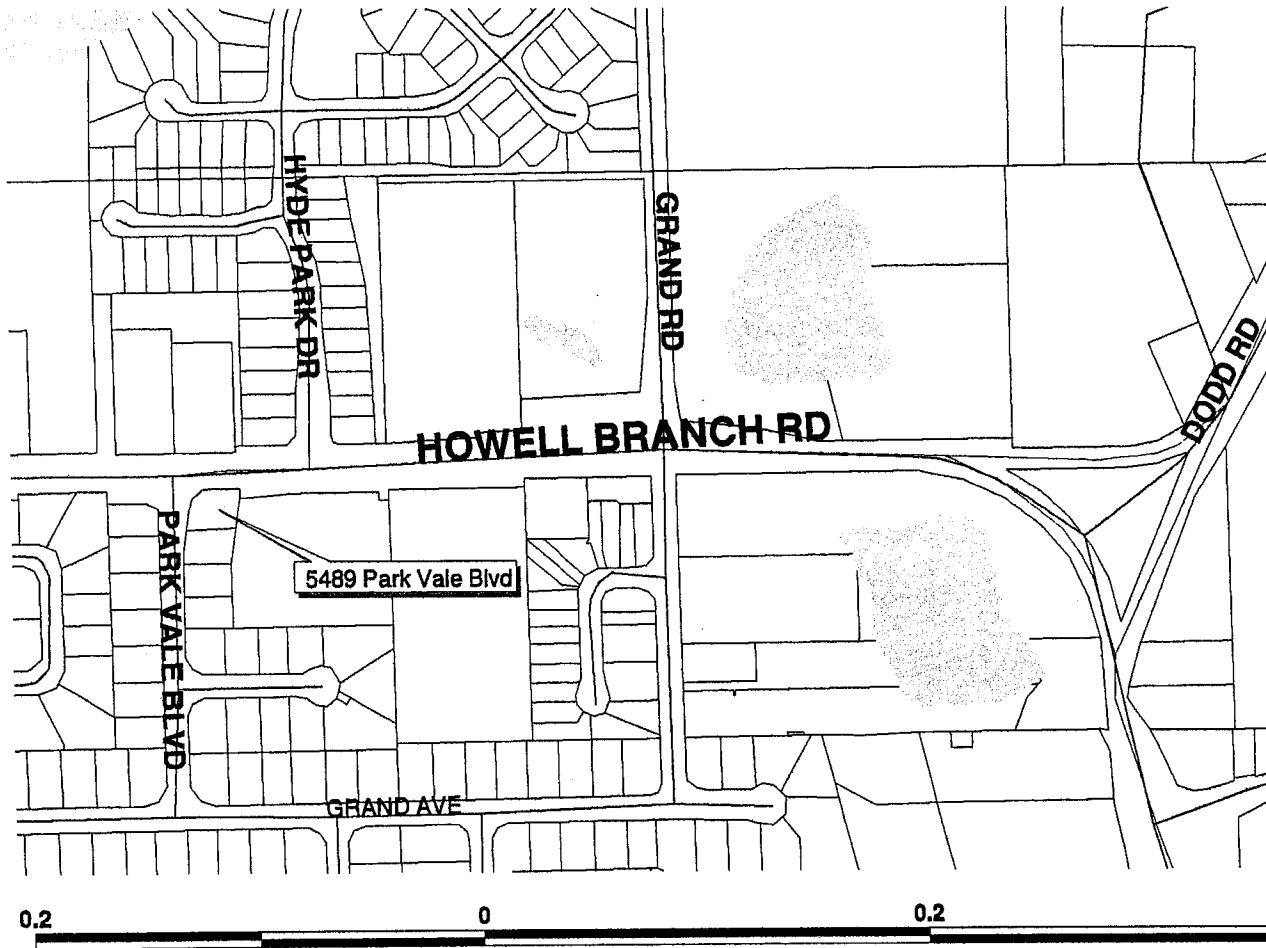
Seminole County Property Airport Blvd, Phase III Sanford



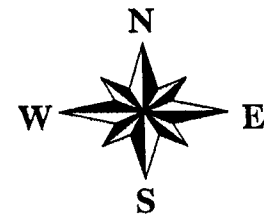
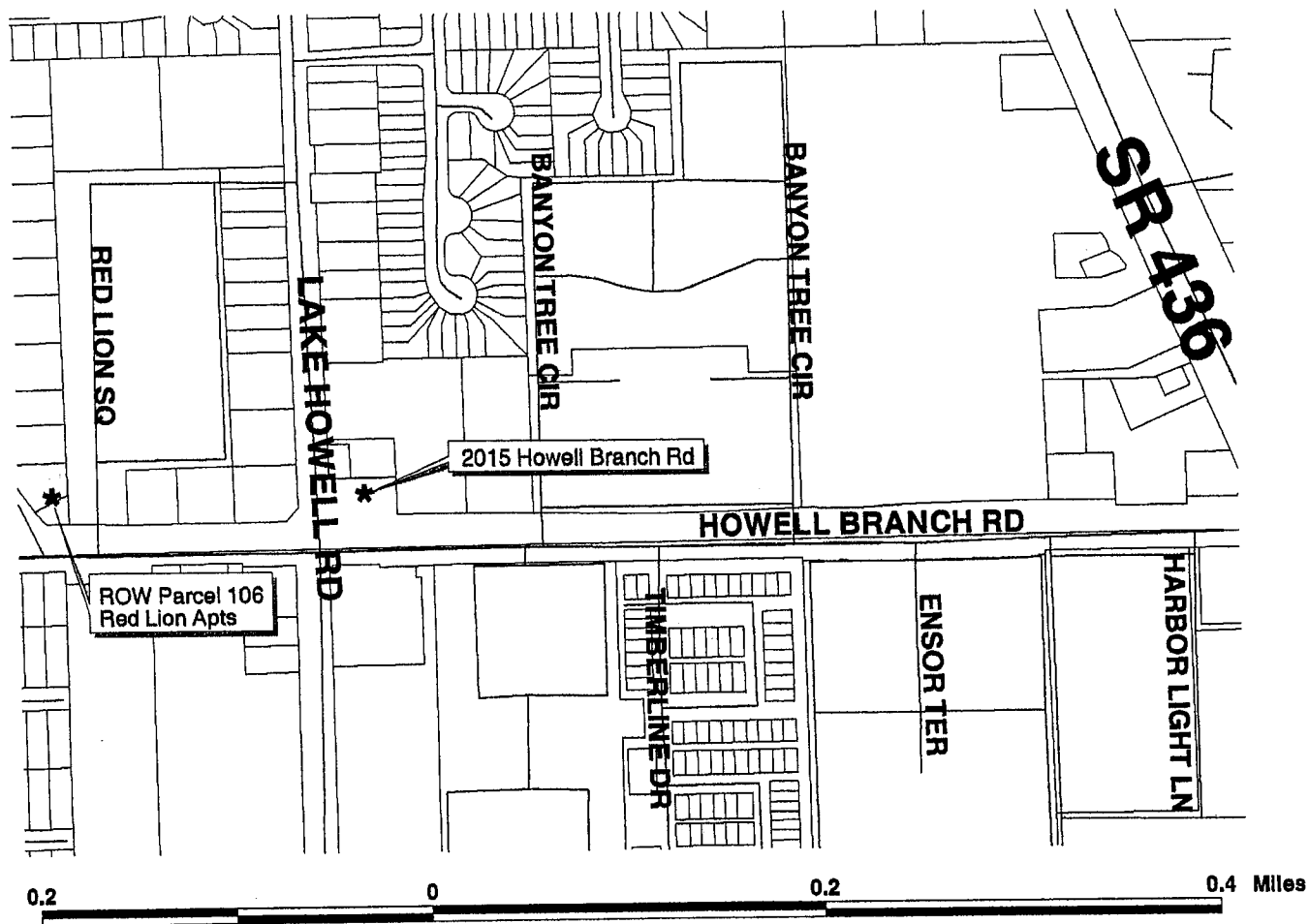
**Seminole County Property
12 Acre Property
St Johns Pkwy/Jewitt Ln, Sanford**



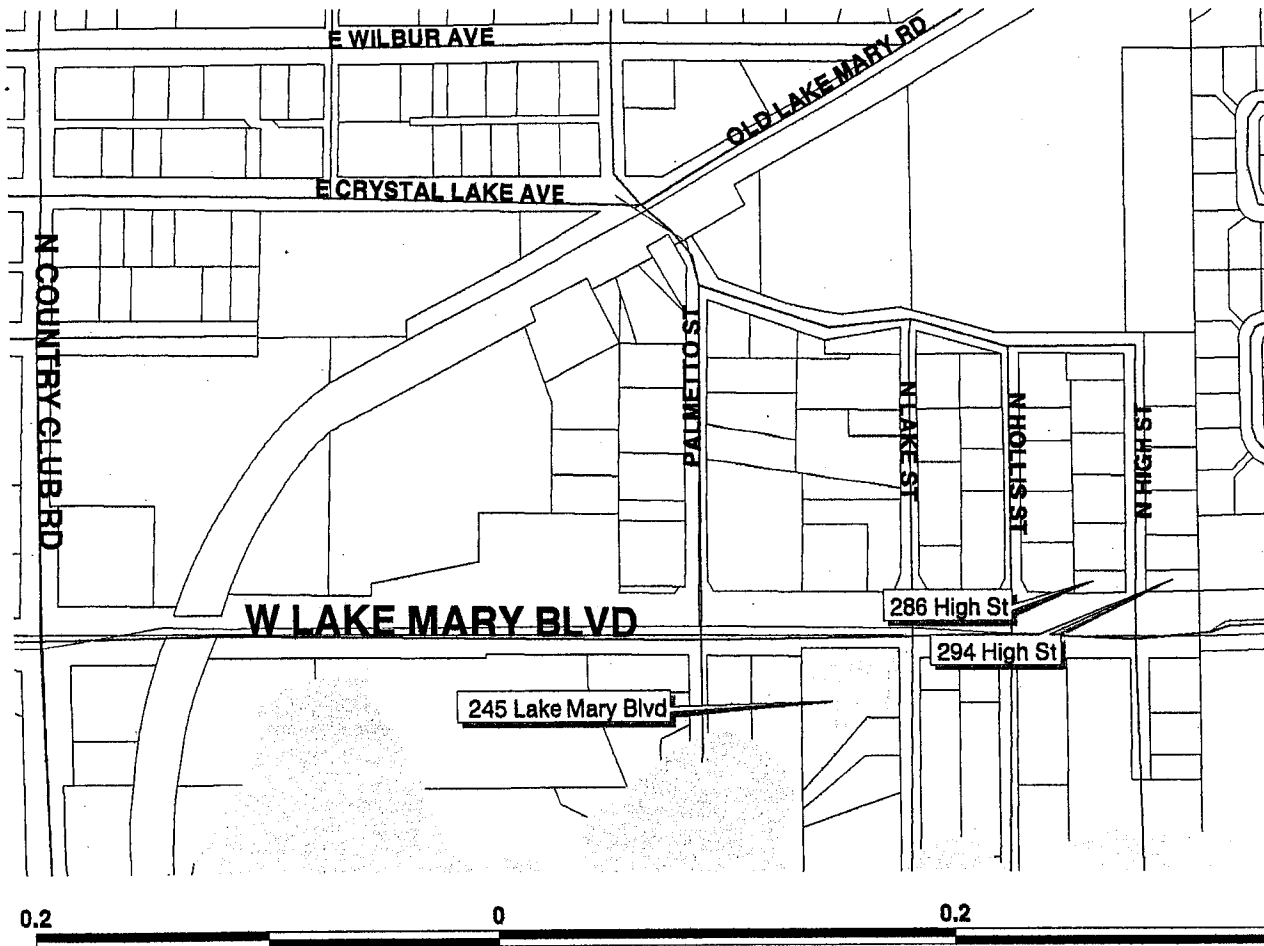
**Seminole County Property
5489 Park Vale Blvd
Winter Park**



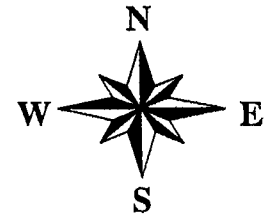
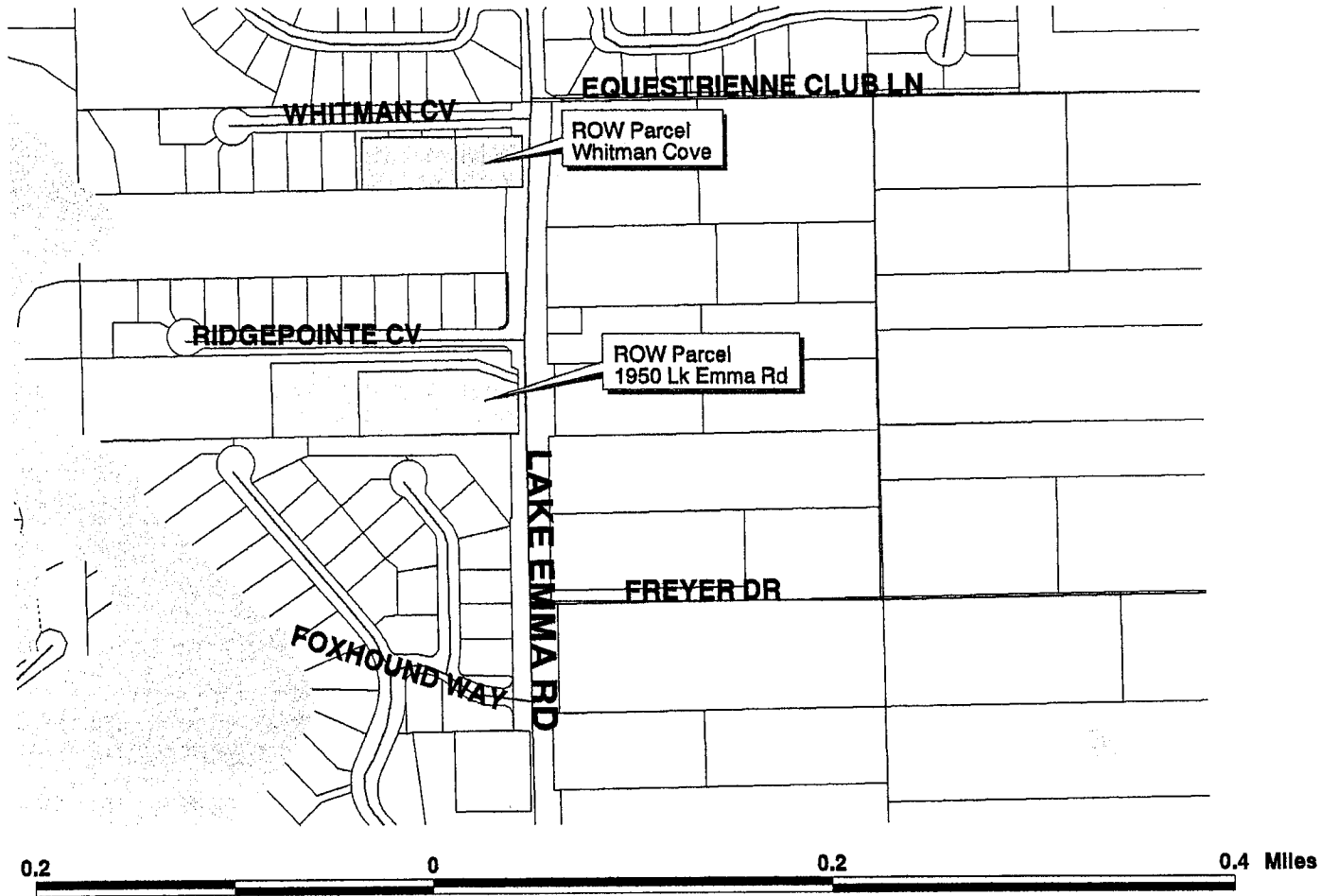
Seminole County Property Howell Branch Road Casselberry



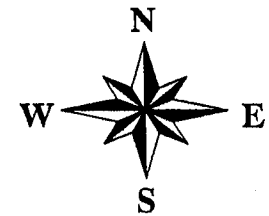
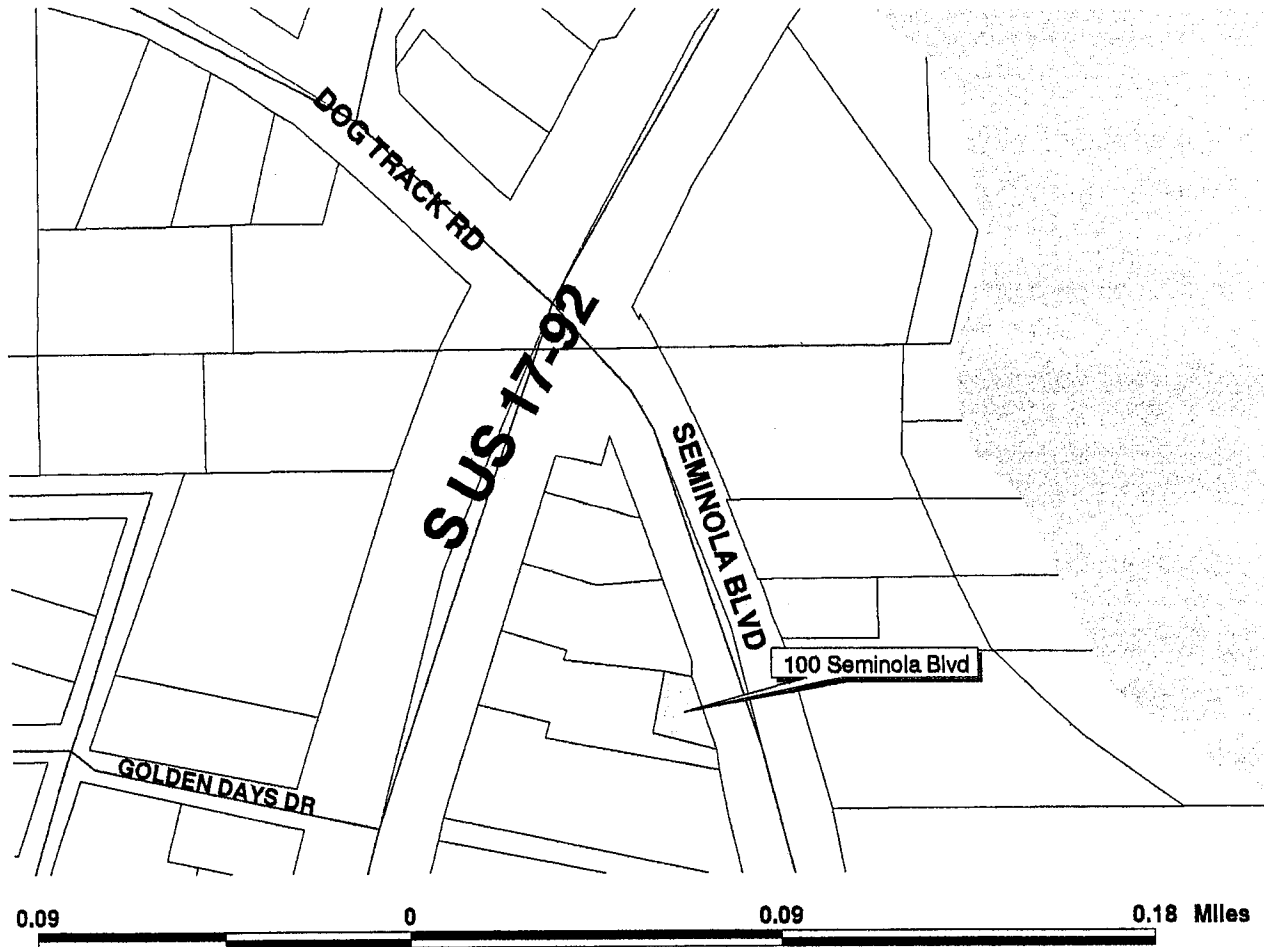
Seminole County Property Lake Mary Blvd Lake Mary



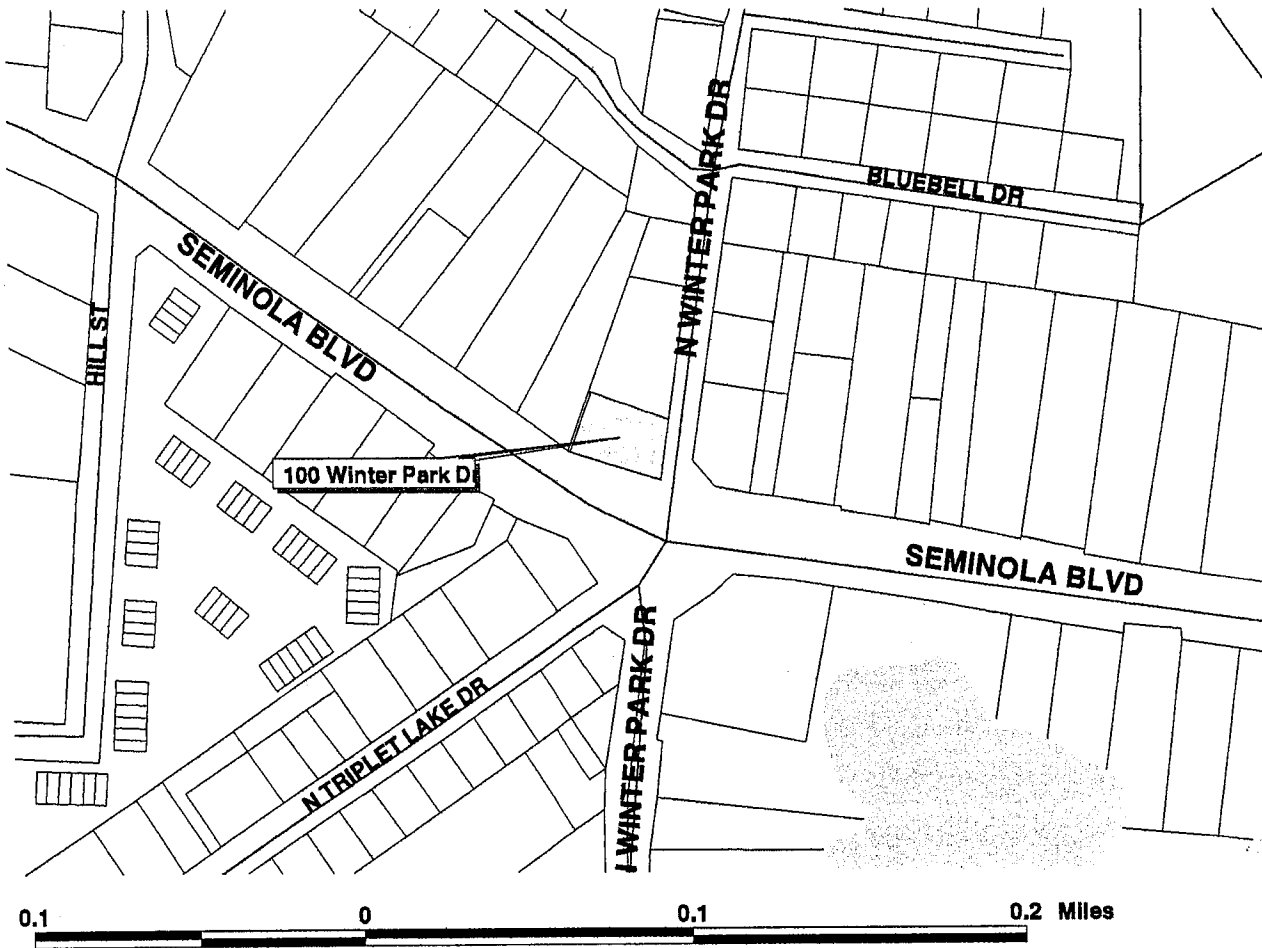
Seminole County Property Lake Emma Road Longwood



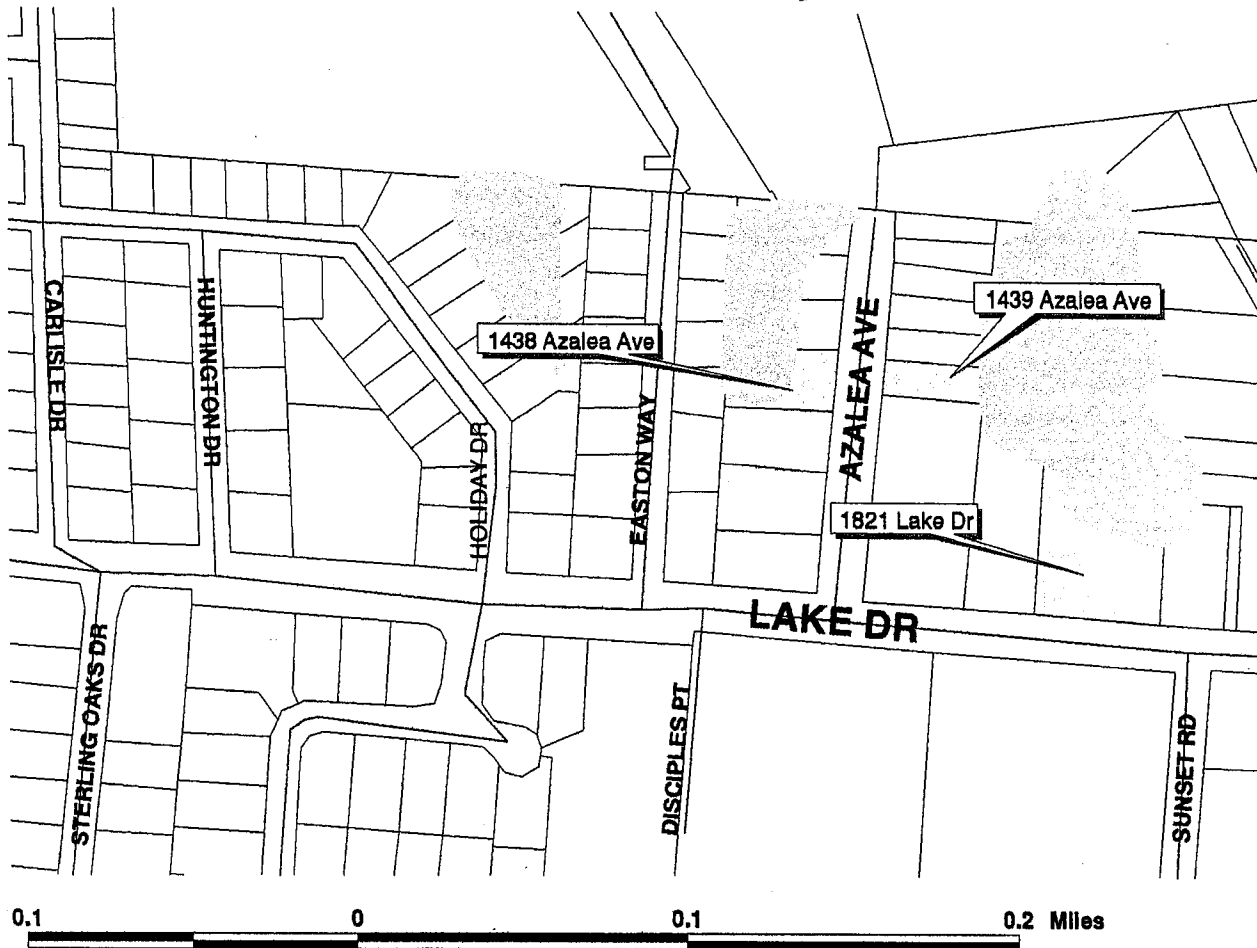
**Seminole County Property
100 Seminola Blvd
Casselberry**



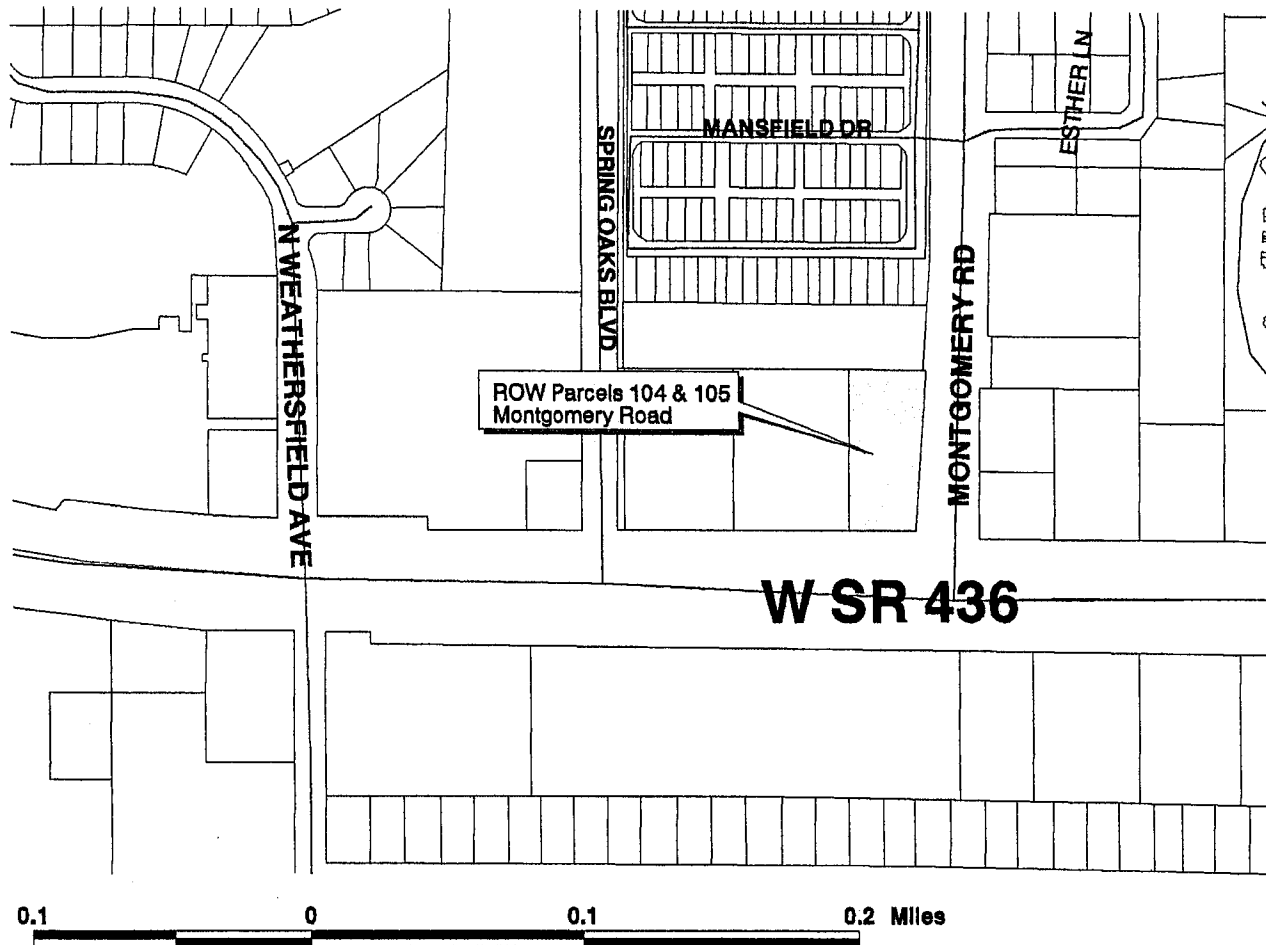
**Seminole County Property
100 Winter Park Dr
Casselberry**



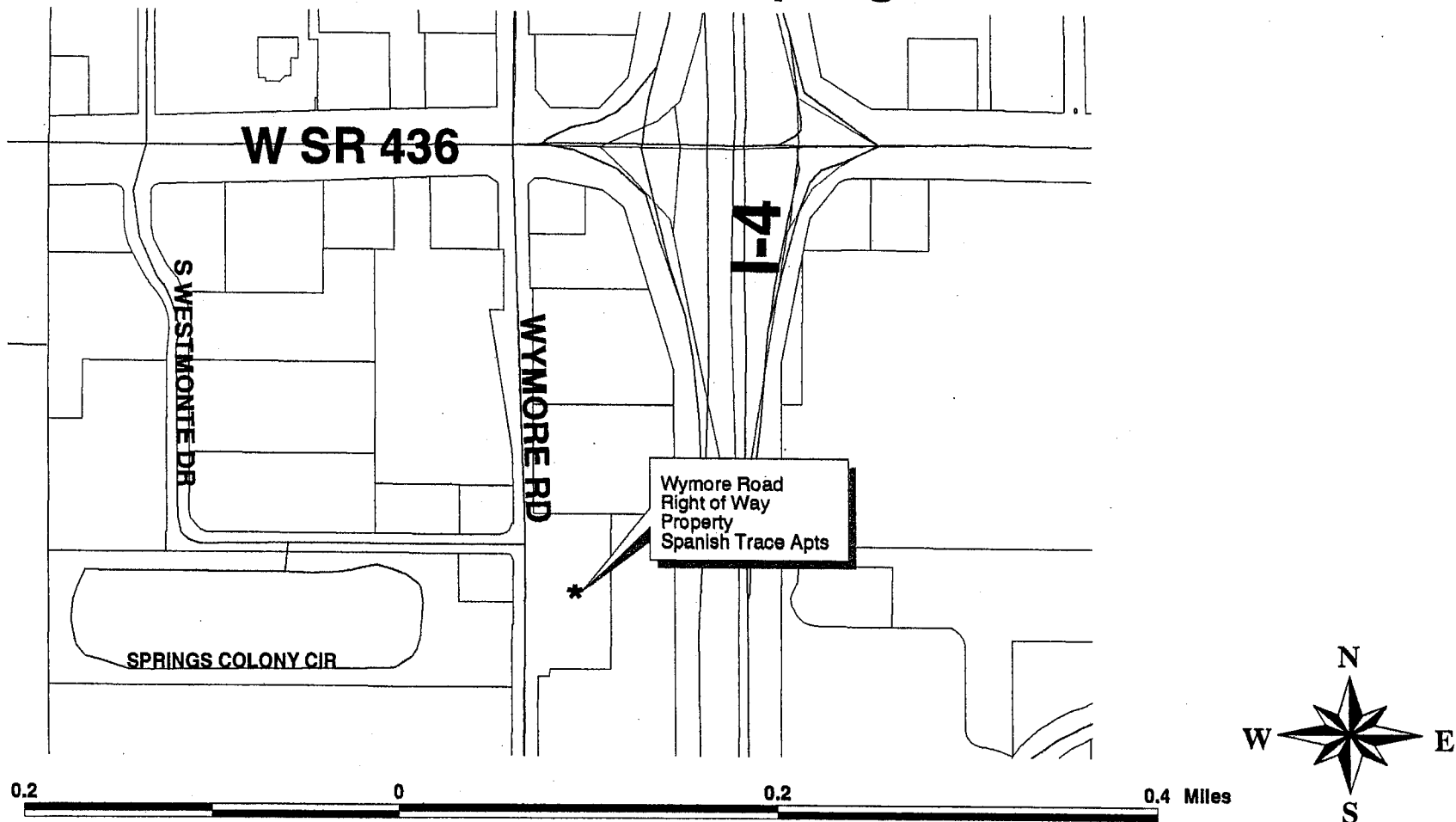
Seminole County Property Lake Dr Right of Way Project Casselberry



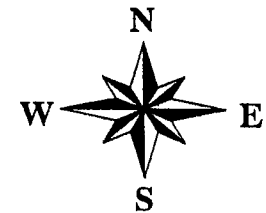
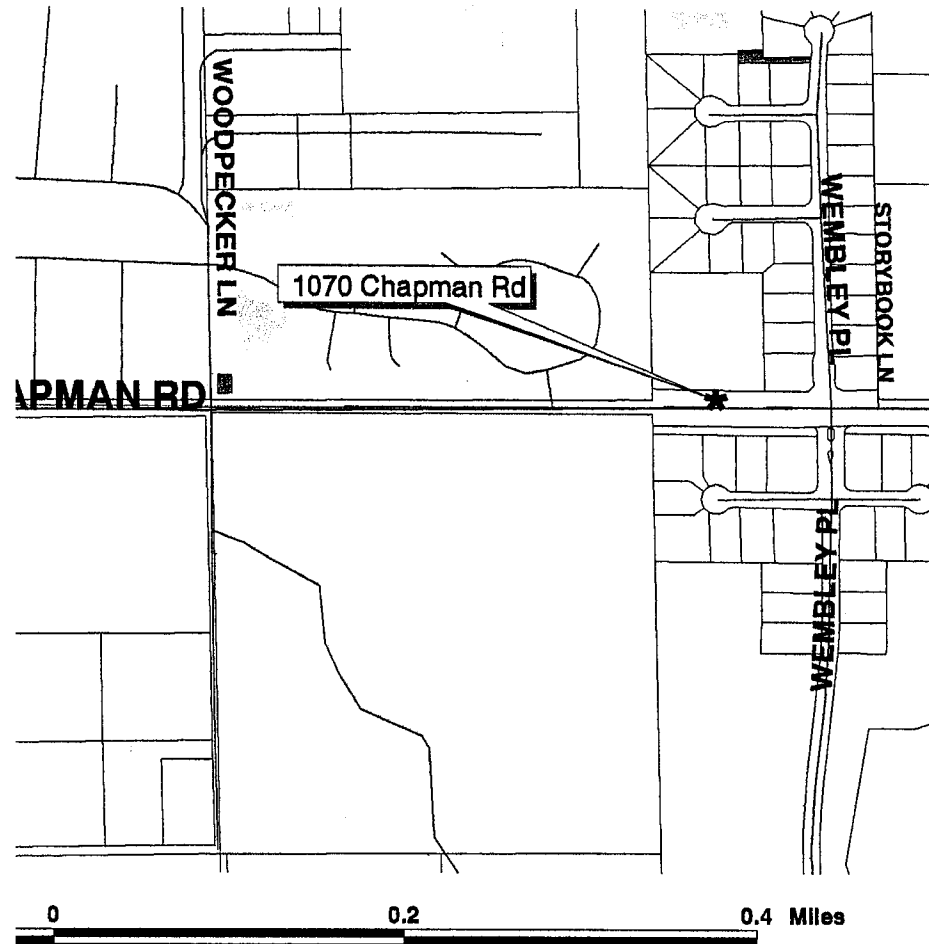
Seminole County Property ROW Parcels 104 & 105 Montgomery Rd, Altamonte Springs



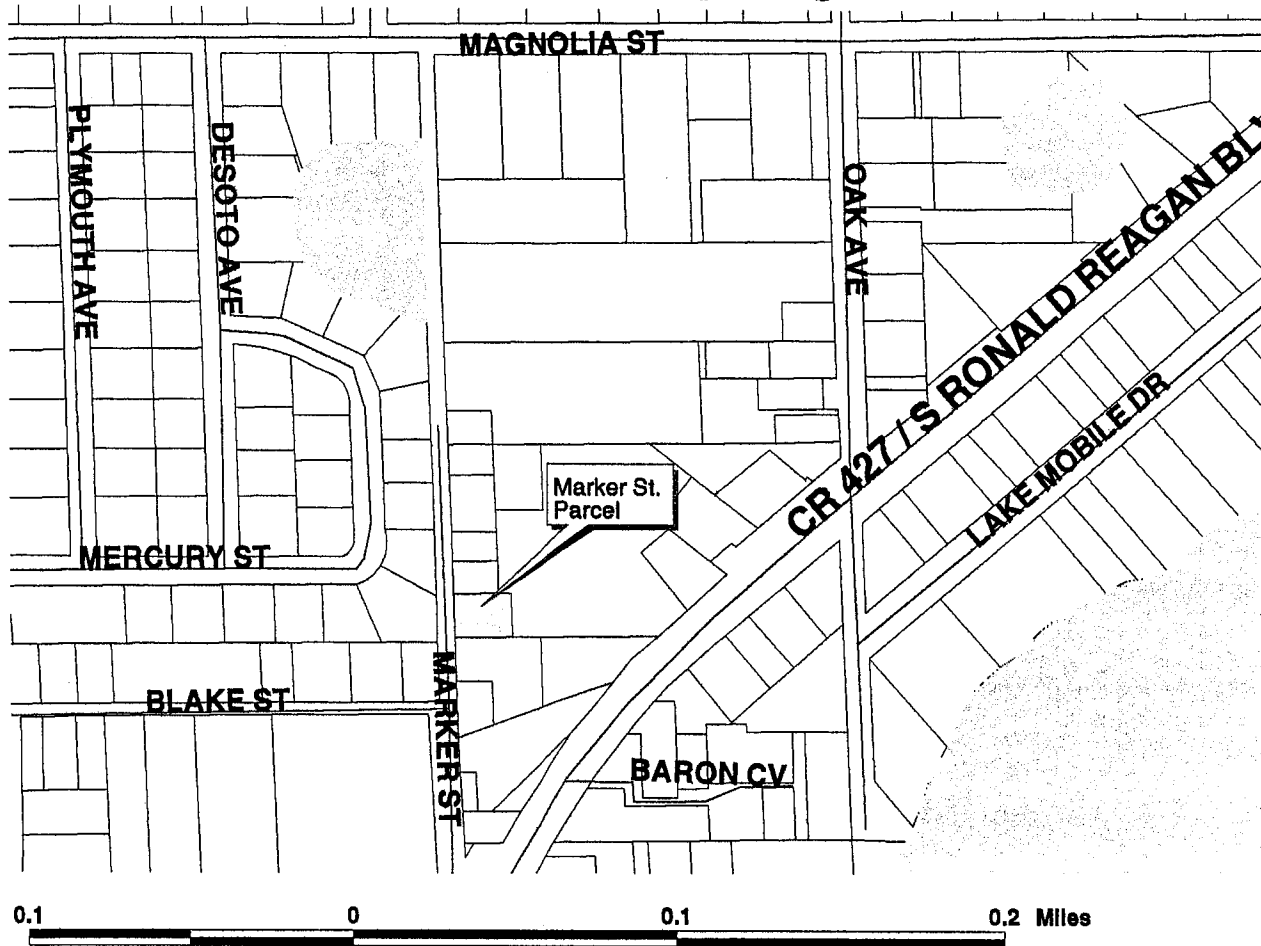
Seminole County Property Spanish Trace Apartments Wymore Rd, Altamonte Springs



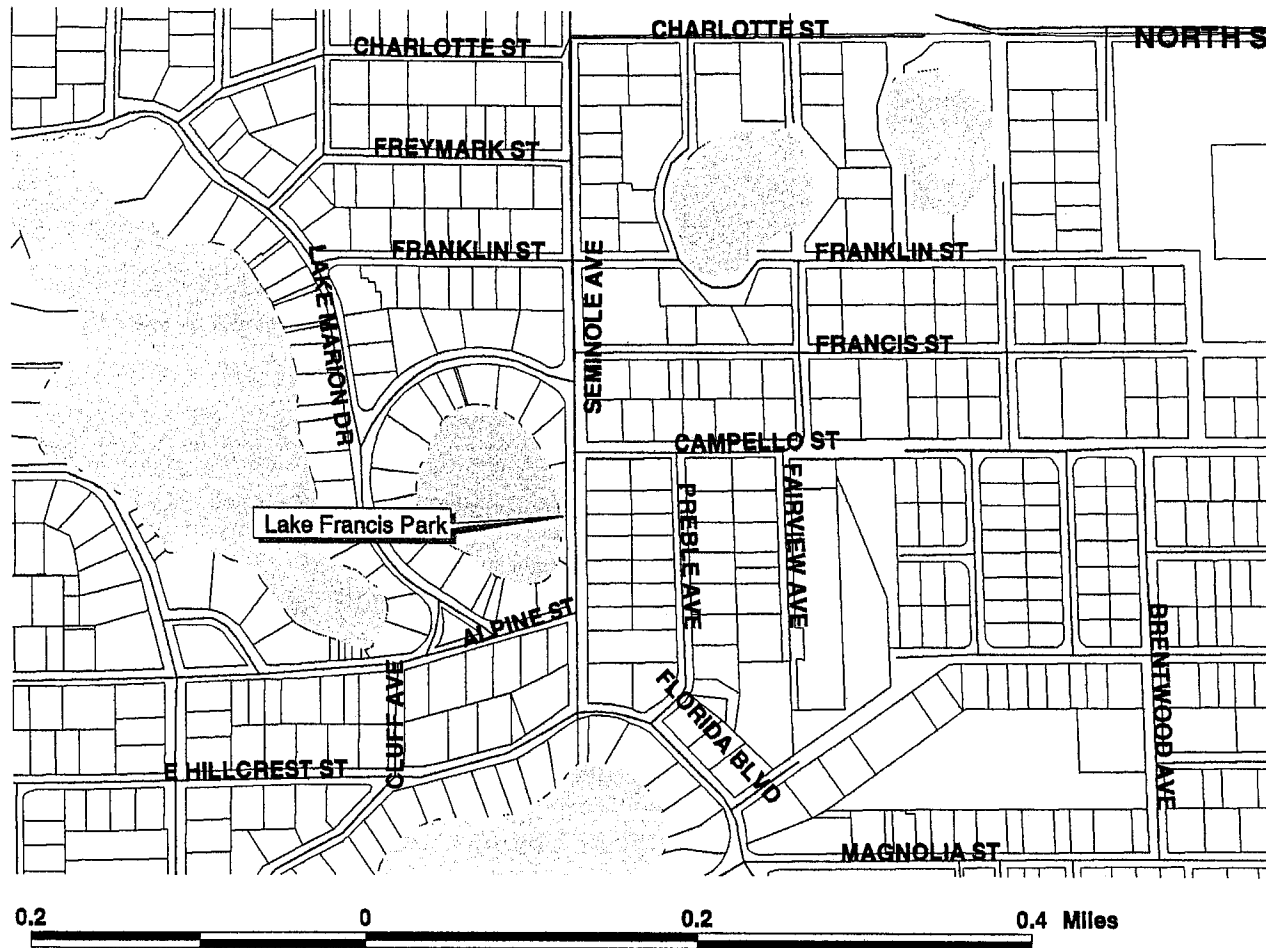
Seminole County Property Chapman Rd, Right of Way Project Oviedo



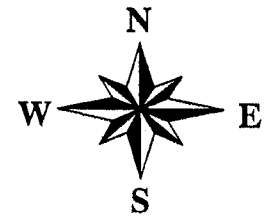
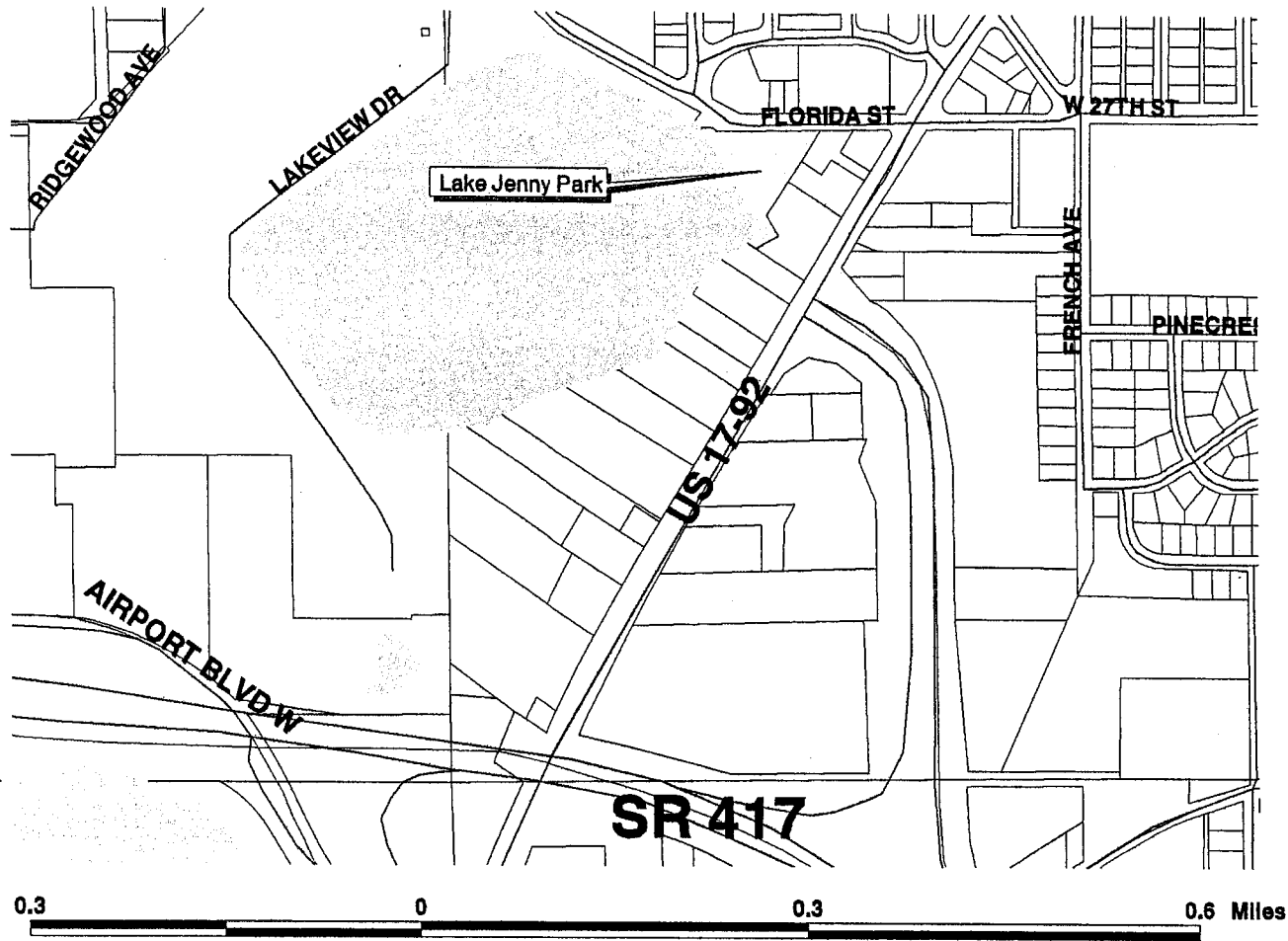
Seminole County Property Marker Street Altamonte Springs



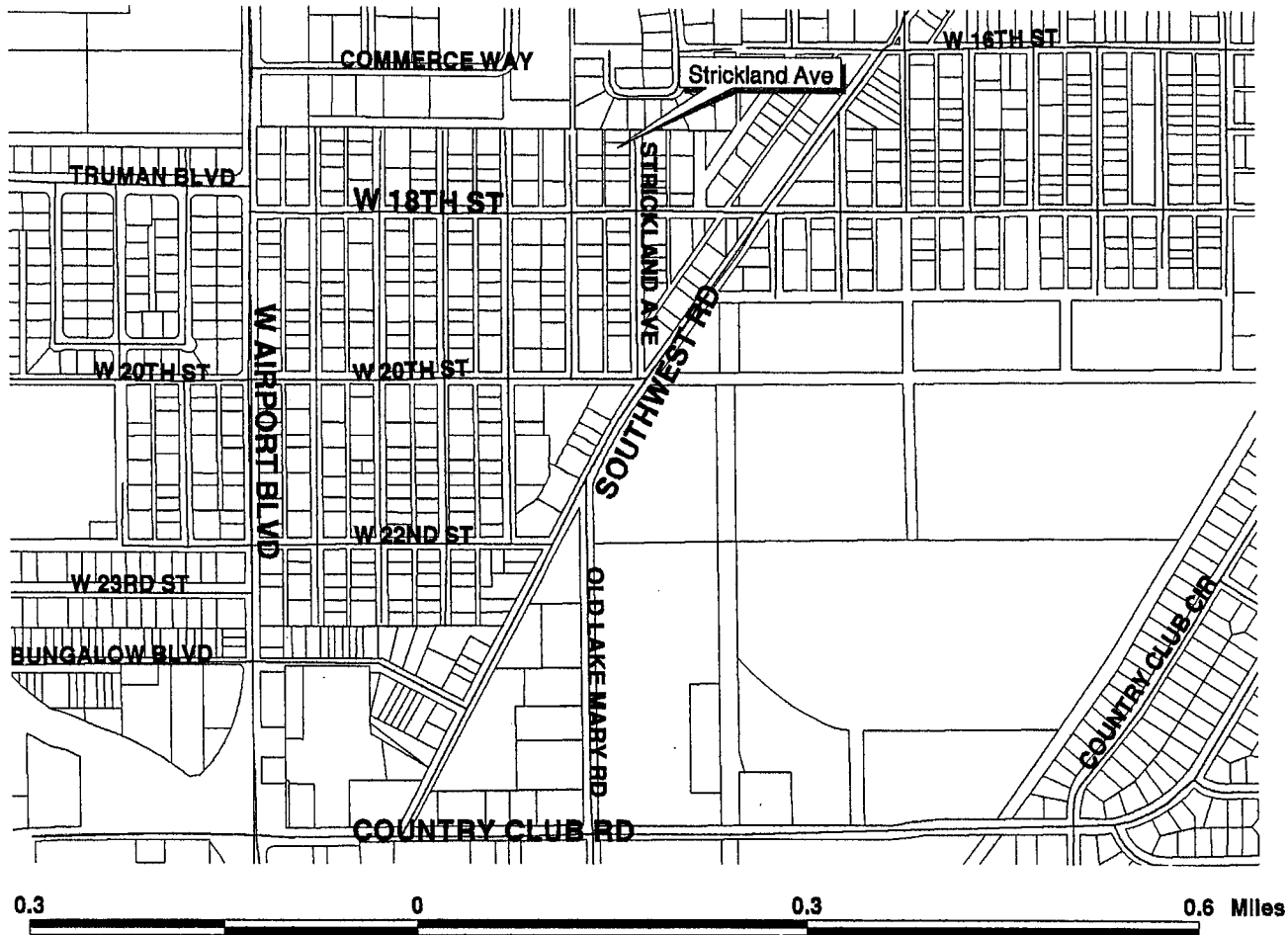
Lake Francis Park Altamonte Springs



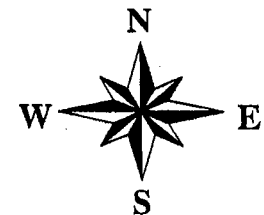
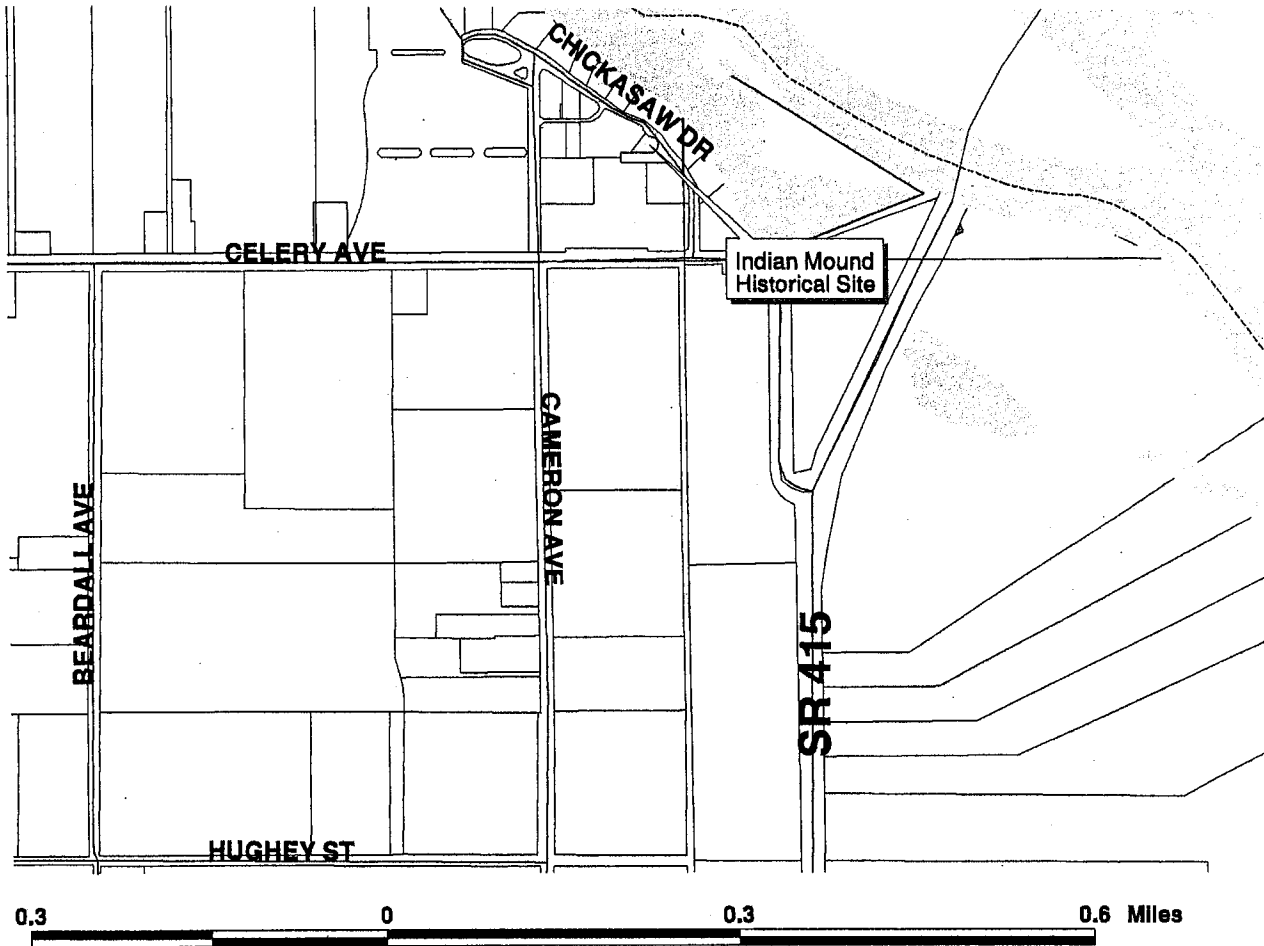
Lake Jenny Park Sanford



Seminole County Property Strickland Ave Sanford



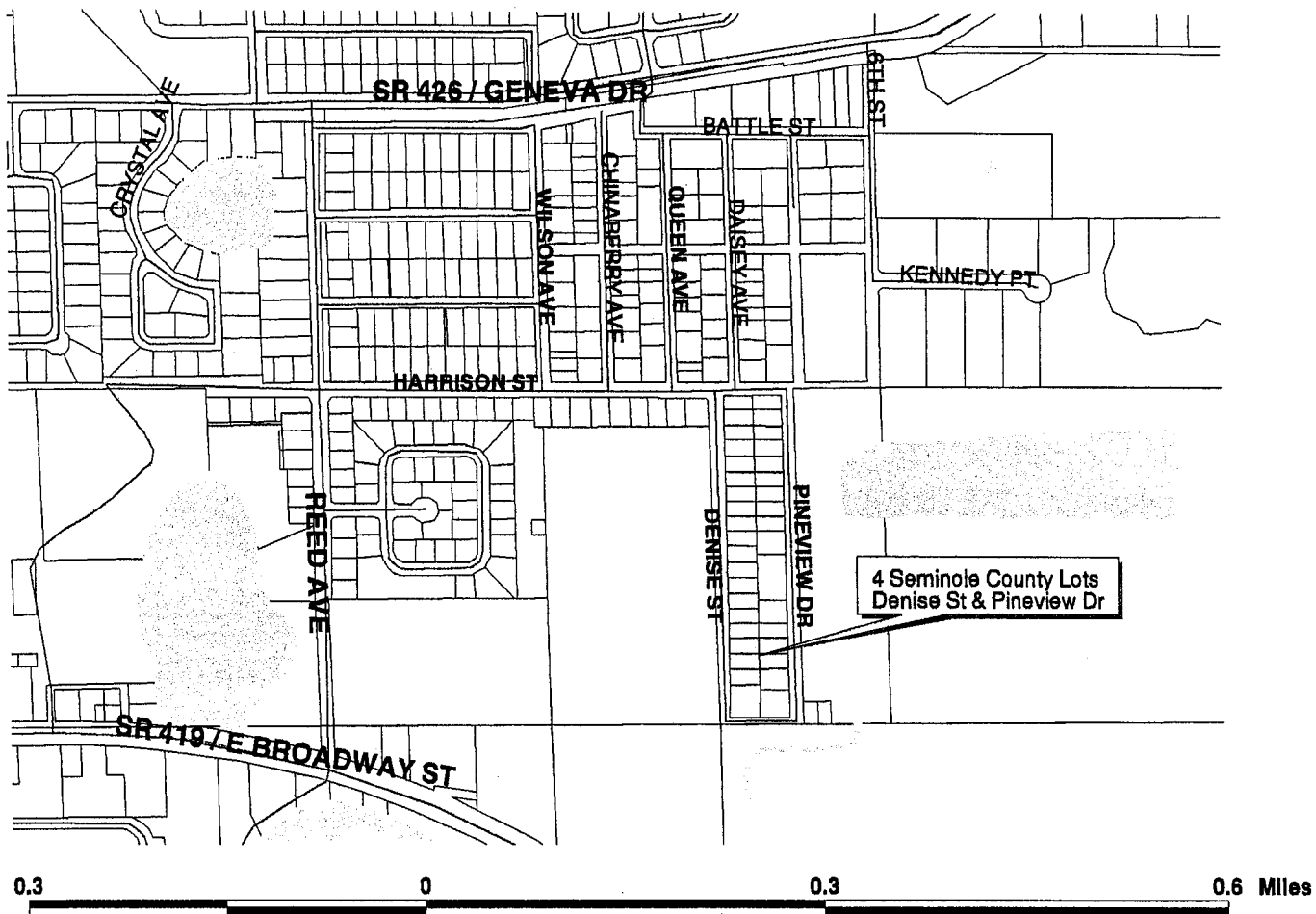
Indian Mound Historical Site Sanford



Seminole County Property

4 Lots - Denise St & Pineview Dr

Oviedo



TAX EXEMPTION NUMBERS

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

Board of County Commissioners
Seminole County, Florida
PURCHASE ORDER

P.O. NUMBER:

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

TYPE OF ORDER

ORDER DATE

REQ. NUMBER

BUYER

BID NUMBER

VENDOR NUMBER

DEPT/DIV COST CENTER

PROJECT NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #327
SANFORD, FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

SHIP

VENDOR

SAMPLE PURCHASE ORDER

VENDOR PHONE #

TERMS

NO. OF CALENDAR DAYS FOR DELIVERY A.R.O.

WARRANTY

ITEM #

QUANTITY

UNIT

ITEM DESCRIPTION

UNIT PRICE

EXTENDED PRICE

EXHIBIT "B"

SAMPLE PURCHASE ORDER

REQUESTING
DEPT/DIVCONTACT
PERSON

TOTAL AMOUNT \$

ALL SHIPMENTS ARE CONSIDERED TO BE PREPAID, F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE AGREED UPON PRIOR TO SHIPMENT AND SO INDICATED ABOVE.
C.O.D. SHIPMENTS CANNOT BE ACCEPTED. THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

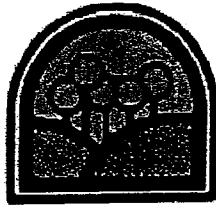
CLERK - B.C.C. FINANCE DIVISION

POST OFFICE BOX 6020

SANFORD, FL 32772-0869

SAMPLE PURCHASE ORDER

PURCHASING DIVISION - AUTHORIZED SIGNATURE



CATO

Environmental Services, Inc.

Florida Certified Landscape Contractor C35-189

PO Box 951556

Lake Mary, FL 32795-1556

407-804-0306 / 407-402-3762

407-804-0360 fax

catolandscape@yahoo.com

Required Submittals

SUBMIT BID TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 PURCHASING AND CONTRACTS DIVISION	INVITATION FOR BID and Bidder Acknowledgment
Contact: Betsy J. Cohen, CPPB 407-665-7112 - Phone 407-665-7956 - Fax bcohen@seminolecountyfl.gov	IFB-3091-04/BJC Term Contract for Mowing and Clean-up of County Surplus Locations
Bid Due Date: June 16, 2004 Bid Due Time: 2:00 P.M.	Location of Public Opening: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Bidder Name: Cato Environmental Services, Inc.	Federal Employer ID Number or SS Number: 59-3688546
Mailing Address: PO Box 951556 Lake Mary, FL 32795	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Lake Mary, FL 32795	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership <input type="radio"/> Proprietorship Joint Venture	X <u>Lara Cato</u> Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: 407 804 0306	Typed Name: Lara Cato
Toll Free Telephone Number: (800)	Title: President
Fax Number: 407 804 0360	Date: 6/10/04

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

The Applicant is expected to completely analyze the information contained in this Invitation for Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Attachment A
Conflict of Interest Statement

STATE OF FLORIDA

COUNTY OF Seminole

) ss

- Before me, the undersigned authority, personally appeared Lara Cato, who was duly sworn, deposes, and states:
1. I am the president of Cato Environmental Services, with a local office in Lake Mary, FL and principal office in Lake Mary, FL.
 2. The above named entity is submitting an Expression of Interest for the Seminole County project described as **IFB-3091-04/BJC - Term Contract for mowing and Clean-up of Surplus Locations**
 3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
 4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.
 5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
 6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
 7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
 8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
 9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
 10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this

15th

day of

June

, 20 04

Lara Cato

Lara Cato
Typed Name of Affiant
president
Title

Sworn to and subscribed before me this

15th

day of

June

, 20 04

Personally known

OR Produced identification

X

FLIDL

(Type of identification)

Notary Public - State of

Florida

My commission expires

11/30/04

(Printed typed or stamped

commissioned name of notary public)



Attachment C
BIDDER'S CERTIFICATION

I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: Lara Carter

Signature

Lara Carter, president
Name & Title, Typed or Printed

PO BOX 951554
Mailing Address

Lake Mary, FL 32795
City, State, Zip Code

407 804 0306
Telephone Number

Sworn to and subscribed before me

This 15th day of

June 20 04
Catherine Maxwell
Signature of Notary

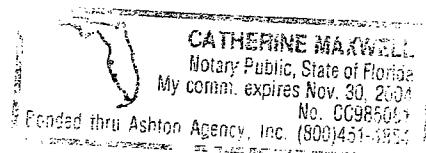
Notary Public, State of Florida

Personally Known

-OR-

Produced Identification X

Type: FL DL



**ADDENDUM #1**

Purchasing & Contracts Division
1101 East First Street
Sanford, FL 32771-1468
Phone: (407) 665-7123
FAX: (407) 665-7956

June 10, 2004

To: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED

From: Gloria M. García, CPPB, Senior Procurement Analyst

Subject: IFB-3091-03/GMG – Term Contract for Mowing and Clean-up of County Surplus Locations

Due Date: June 16, 2004 at 2:00 P.M. Eastern Time

Total pages: 1

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the Bid Package.

Answers to questions received for this project:

1. The lots mentioned below are in very bad condition, and there is so much debris, that heavy equipment might be needed to clean up these lots. Another concern: there is no fence in any of these lots, which allows continuous and uncontrollable disposal of garbage. Also, it was noticed that these lots have not been serviced for a long time. The lots (Parcel #'s) I'm referencing are:

? 109, 110, 111, 114, 178, 179

? Bevier Rd: 501, 601, 619, 701, 707, 709, 711, 713, 715, 719

? 2971 W 5th St

Answer: The conditions of the lots are due to construction activities by the City of Sanford's Utilities Relocate contractor. For the Mowing Contract Bid project the County is presently just asking for cost for mowing. The awarded Mowing Contractor will be asked for a quote for this type of clean-up and mowing. Again, the County is presently, by this Invitation for Bid, looking only for routine mowing costs per lot.

Failure to acknowledge receipt of this addendum on the submittal may result in disqualification of your bid response.

Gloria Cato
Cato Environmental
Services, Inc.

Attachment B
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: Cato Environmental Services, Inc.

Authorized representative (printed): Lara Cato

Authorized representative (signature): Lara Cato

Date: 6/10/04

Project Number: IFB-3091-04/BJC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



CATO
Environmental Services, Inc.

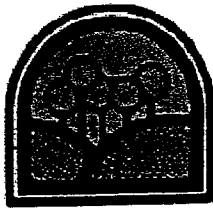
*PO Box 951556
Lake Mary, FL 32795-1556
407-804-0306 / 407-402-3762
407-804-0360 fax
catolandscape@yahoo.com*

License Sanctions

NONE.

Laura Cato

Cato Environmental Services
P.O. Box 951556
Lake Mary, FL 32795-1556



CATO

Environmental Services, Inc.

PO Box 951556

Lake Mary, FL 32795-1556

407-804-0306 / 407-402-3762

407-804-0360 fax

catolandscape@yahoo.com

Summary of Litigation

NONE.

Laura Cato
Cato Environmental Services
P.O. Box 951556
Lake Mary, FL 32795-1556



CATO

Environmental Services, Inc.

Florida Certified Landscape Contractor C35-189

PO Box 951556

Lake Mary, FL 32795-1556

407-804-0306 / 407-402-3762

407-804-0360 fax

catolandscape@yahoo.com

Price Proposal

**Section 4 –
Price Schedule**

PROJECT: Term Contract for Mowing and Clean-up of Surplus Locations
COUNTY CONTRACT NO. IFB-3091-04/BJC

Name of Bidder: Cato Environmental Services, Inc.

Mailing Address: PO Box 951556 Lake Mary, FL 32795

Street Address: 2112 Cluster Branch Ct. Longwood FL 32779

City/State/Zip: _____

Phone Number: (407) 804 0306

FAX Number: (407) 804 0360

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 delivery of services, hereby proposes and agrees to deliver and to provide and furnish services in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, 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.

MANDATORY EXAMINATION OF SITE:

Before submitting a Bid, each Bidder must: (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work including, but not limited to, weather and climatological data relating to the Seminole County area; (c) familiarize himself with federal, state and local laws, ordinance, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after discovering any conflicts, errors, ambiguities or inconsistencies.

The submission of a Bid shall constitute a conclusive representation by the Bidder that he has complied with the site visits and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work and that he will make no claim arising from his failure to comply with these requirements.

TOTAL AMOUNT OF BID: \$ 37,092.00

Laura Cato

Price Schedule
IFB-3091-04/BJC - Term Contract for EMS Medicines

Part I: Seminole County Property - CR 46A, Phase II, Sanford

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1	3650 Country Club	17 Visits	\$ <u>20</u>	\$ <u>340</u>
2	101 Bunker Lane	17 Visits	\$ <u>20</u>	\$ <u>340</u>
3	100 Fairway Drive	17 Visits	\$ <u>20</u>	\$ <u>340</u>
4	3622 Country Club Road	17 Visits	\$ <u>20</u>	\$ <u>340</u>
5	3606 Country Club Road	17 Visits	\$ <u>20</u>	\$ <u>340</u>
6	100 Ridge Drive	17 Visits	\$ <u>20</u>	\$ <u>340</u>
7	101 Ridge Drive	17 Visits	\$ <u>20</u>	\$ <u>340</u>
8	3501 Country Club Road	17 Visits	\$ <u>15</u>	\$ <u>255</u>
				<u>2635</u>

Part II: Seminole County Property - CR 46A, Phase III, Sanford

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	101 Forrest Drive	17 Visits	\$ <u>10</u>	\$ <u>170</u>
2.	3465 Country Club Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
3.	3455 Country Club Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
4.	3449 Country Club Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
5.	3445 Country Club Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
6.	3437 Country Club Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
7.	3429 Country Club Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
8.	101 Vinewood Drive	17 Visits	\$ <u>10</u>	\$ <u>170</u>
9.	3339 Country Club Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
10.	3329 Country Club Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
11.	Corner of Lake Blvd & CR-46A	17 Visits	\$ <u>120</u>	\$ <u>2040</u>
12.	Old Shoemaker Office/Wareh	17 Visits	\$ <u>85</u>	\$ <u>1445</u>
				<u>5185</u>

Laura Corbo

Part XIV: Seminole County Property – ROW - Spanish Trace Apts., Wymore Road, Altamonte Springs

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	ROW - Spanish Trace Apts.	17 Visits	\$ <u>48</u>	\$ <u>816</u>

Part XV: Seminole County Property – Chapman Rd, ROW Project, Oviedo

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	1070 Chapman Road	17 Visits	\$ <u>65</u>	\$ <u>1105</u>

Part XVI: Seminole County Property – Market Street, Altamonte Springs

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	Market Street Parcel	17 Visits	\$ <u>25</u>	\$ <u>425</u>

Part XVII: Lake Francis Park, Altamonte Springs

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	Lake Francis Park	17 Visits	\$ <u>85</u>	\$ <u>1445</u>

Part XVIII: Lake Jenny Park, Sanford

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	Lake Jenny Park	17 Visits	\$ <u>85</u>	\$ <u>1445</u>

Part XIX: Seminole County Property – Strickland Ave, Sanford

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	Strickland Avenue	17 Visits	\$ <u>20</u>	\$ <u>340</u>

Laura Cardo

13. 2209 Old Lake Mary Road 17 Visits \$ 25 \$ 425

Part III: Seminole County Property – N Ronald Reagan Blvd., Longwood

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	438 Springwood Court	17 Visits	\$ <u>20</u>	\$ <u>340</u>
2.	437 Springwood Court	17 Visits	\$ <u>20</u>	\$ <u>340</u>
				<u>680</u>

Part IV: Seminole County Property – Airport Blvd, Phase III, Sanford

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	ROW Parcel #114	17 Visits	\$ <u>45</u>	\$ <u>765</u>
2.	ROW Parcel #111	17 Visits	\$ <u>45</u>	\$ <u>765</u>
3.	ROW Parcel #110	17 Visits	\$ <u>45</u>	\$ <u>765</u>
4.	ROW Parcel #109	17 Visits	\$ <u>45</u>	\$ <u>765</u>
5.	ROW Parcel #135	17 Visits	\$ <u>40</u>	\$ <u>680</u>
6.	ROW Parcel #133	17 Visits	\$ <u>30</u>	\$ <u>510</u>
7.	ROW Parcel #132	17 Visits	\$ <u>20</u>	\$ <u>340</u>
8.	ROW Parcel #123	17 Visits	\$ <u>40</u>	\$ <u>680</u>
9.	ROW Parcel #124	17 Visits	\$ <u>25</u>	\$ <u>425</u>
10.	ROW Parcel #184	17 Visits	\$ <u>35</u>	\$ <u>595</u>
11.	ROW Parcel #179	17 Visits	\$ <u>15</u>	\$ <u>255</u>
12.	ROW Parcel #178	17 Visits	\$ <u>40</u>	\$ <u>680</u>
13.	501 Bevier Road	17 Visits	\$ <u>25</u>	\$ <u>425</u>
14.	2971 W 5 th Street	17 Visits	\$ <u>30</u>	\$ <u>510</u>
15.	601 Bevier Road	17 Visits	\$ <u>50</u>	\$ <u>850</u>
16.	619 Bevier Road	17 Visits	\$ <u>50</u>	\$ <u>850</u>
17.	701 Bevier Road	17 Visits	\$ <u>45</u>	\$ <u>765</u>
18.	707 Bevier Road	17 Visits	\$ <u>50</u>	\$ <u>850</u>
				<u>11475</u>

Adrian Carter

19.	709 Bevier Road	17 Visits	\$ <u>20</u>	\$ <u>340</u>
20.	711 Bevier Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
21.	713 Bevier Road	17 Visits	\$ <u>25</u>	\$ <u>425</u>
22.	715 Bevier Road	17 Visits	\$ <u>10</u>	\$ <u>170</u>
23.	719 Bevier Road	17 Visits	\$ <u>20</u>	\$ <u>340</u>
				<u>1445</u>

Part V: Seminole County 12 Acre – St Johns Pkwy/Jewitt Ln, Sanford

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	ROW Parcel #180	4 Visits	\$ <u>280.00</u>	\$ <u>1120.00</u>

Part VI: Seminole County Property – 5489 Park Vale Blvd, Winter Park

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	5489 Park Vale Blvd	17 Visits	\$ <u>30</u> \$ 20.00	\$ <u>510</u>

Part VII: Seminole County Property – Howell Branch Road, Casselberry

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	ROW Parcel #106 Red Lion Apts.	17 Visits	\$ <u>25</u>	\$ <u>425</u>
2.	2015 Howell Branch Road	17 Visits	\$ <u>30</u>	\$ <u>510</u>

Part VIII: Seminole County Property – Lake Mary Blvd, Lake Mary

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	245 Lake Mary Blvd	17 Visits	\$ <u>50</u>	\$ <u>850</u>
2.	286 High Street	17 Visits	\$ <u>10</u>	\$ <u>170</u>
3.	294 High Street	17 Visits	\$ <u>10</u>	\$ <u>170</u>

Laura Cato

Part IX: Seminole County Property – Lake Emma Road, Longwood

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	ROW Parcel – Whitman Cove	17 Visits	\$ <u>25</u>	\$ <u>425</u>
2.	ROW Parcel 1950 Lake Emma Road	17 Visits	\$ <u>48</u>	\$ <u>816</u>

Part X: Seminole County Property – 100 Seminola Blvd., Casselberry

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	100 Seminola Blvd.	17 Visits	\$ <u>30</u>	\$ <u>510</u>

Part XI: Seminole County Property – 100 Winter Park Drive, Casselberry

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	100 Winter Park Drive.	17 Visits	\$ <u>35</u>	\$ <u>595</u>

Part XII: Seminole County Property – Lake Drive ROW Project, Casselberry

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	1438 Azalea Avenue	17 Visits	\$ <u>25</u>	\$ <u>425</u>
2.	1439 Azalea Avenue	17 Visits	\$ <u>25</u>	\$ <u>425</u>
3.	1821 Lake Drive	17 Visits	\$ <u>40</u>	\$ <u>680</u>

Part XIII: Seminole County – ROW Parcels 104 and 105, Montgomery Road, Altamonte Springs

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	Parcel 104 & 105 Montgomery Road	17 Visits	\$ <u>55</u>	\$ <u>935</u>

Laura Cato

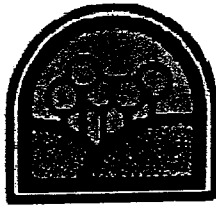
Part XX: Indian Mound Historical Site, Sanford

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	Indian Mound Hist Site	17 Visits	\$ <u>25</u>	\$ <u>425</u>

Part XXI: Seminole County Property – 4 Lots – Denise St & Pineview Dr., Oviedo

ITEM NO.	ADDRESS OR PARCELS NO.	FREQUENCY	UNIT COST	EXTENDED COST
1.	4 Lots Denise St & Pineview Dr	17 Visits	\$ <u>40.00</u>	\$ <u>680</u>

Laura Carter



CATO

Environmental Services, Inc.

Florida Certified Landscape Contractor C35-189

PO Box 951556

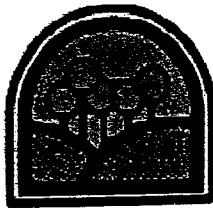
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Past Performance



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Clearwater, FL 33756
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727-464-3925 fax
Lawn Maintenance Contractor for Mid County
3. Aloma Woods
Howard Morris
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Orlando, FL 32801
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407-843-5169 fax
Lawn Maintenance Contractor
4. Sweetwater Club
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