REQUEST FOR PROPOSALS

11. Award RFP-4253-05/RPS – Performance Work Statement for Countywide Landscape Maintenance Services, to Hinton Enterprise Inc. Deltona (Term Contract).

RFP-4253-05/RPS will provide landscape maintenance services for multiple locations throughout the County. The Contractor shall provide a complete landscape maintenance program for all trees, plants, lawn, shrubs, and mulched areas such that the quality of all planting and lawns shall not deteriorate, and shall obtain vitality and healthy new growth for the duration of the Contract.

This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The Evaluation Committee which consisted of Roxanne Robinson Verrechio, Facilities Maintenance Department; Richard Steiger, Facilities Maintenance Department and Cindi Tyre, Facilities Maintenance Department evaluated the submittals. The evaluation was based on the past performance of the firms and the proposed cost to the County to provide the required services.

The Evaluation Committee recommends award of the contract to the most responsive, responsible proposer, Hinton Enterprise, Inc, Deltona. Authorization for performance of services by the selected Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take place on the date of it's execution by the County and shall run for a period of five (5) years and, at the sole option of the County, may be renewed for two (2) successive five (5) year periods. The estimated annual usage of this agreement is \$400,000.00.

Administrative Services/Facilities Maintenance Division and Fiscal Services/Purchasing and Contracts Division recommend 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 RFP documents.

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

RFP NUMBER: RFP-4253-05/RPS

RFP TITLE

: Performance Work Statement for Comprehensive Landscape

Maintenance Services.

DATE:

June 22, 2005.

TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND

EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY

REJECTED AS LATE.

	RESPONSE -1-	RESPONSE -2-
	Hinton Enterprise Inc. P.O. Box 390423 Deltona, Florida 32739 (386) 789-6329 — Phone (386) 789-6457 — Fax Gil Hinton President	Ameriscapes Landscape P.O. Box 568762 Orlando, Florida 32856 (407) 682-1300 – Phone (407) 682-6564 – Fax Billy Butterfield President
Total Bid	\$348,072.00	\$328,112.00
Addendum	INCLUDED	INCLUDED
Proposer's Bond	INCLUDED	INCLUDED
Past Performance	INCLUDED	INCLUDED
Technical Approach	INCLUDED	INCLUDED
Conflict of Interest Statement	INCLUDED	INCLUDED
Compliance with Public Records Law	INCLUDED	INCLUDED
Proposer's Certification	INCLUDED	INCLUDED

Tabulated by: Ryan P. Switzer, Procurement Analyst – Posted 6/22/05 (2:10 P.M.)

Recommendation: Hinton Enterprise, Inc. to BCC for Award 8/9/2005.

	GENERAL FACILITIES MAINTENANCE (GROUPA)							
#	Building Code	Building Name	Building Address	SPECIAL CONDITIONS		HINTON THLY COST	ΑN	MERISCAPES NTHLY COST
1	2445	Administrative Services Dept.	200 W County Home Rd Sanford, FI 32773	WEEKEND ONLY	\$	433.00	\$	339.17
2	2487	Animal Services - Adm.	232 Bush Blvd Sanford, FL 32773	WEEKEND ONLY	\$	407.00	\$	347.50
3	3777	College Drive	College Drive Sanford, FL	WEEKEND ONLY	\$	775.00	\$	279.17
4	2442	Cooperative Extension	250 W County Home Rd Sanford, FL 32773	WEEKEND ONLY	\$	267.00	\$	362.50
5	2512	County Indigent Cernetery	College Drive Sanford, FL	WEEKEND ONLY	\$	177.00	\$	229.17
6	2453	Count Services Bldg	1101 E. 1St Sanford, FL 32771	WEEKEND ONLY	\$	1,654.00	\$	1,048.67
7	2486	Economic Development Bidg	1301 E. Second St. Sanford, FL 32771	WEEKEND ONLY	\$	77.00	\$	86.33
8	3566	Five Points Entrance	US 17-92 Sanford, FL	WEEKEND ONLY	\$	700.00	\$	208.33
9	2424	Fleet-Administrative Bldg	141 Bush Loop Sanford, FL 32773	WEEKEND ONLY	\$	133.00	\$	261.67
10	3778	Fleet- Storage Yard	Bush Blvd Sanford, FL	WEEKEND ONLY	\$	67.00	\$	208.33
11	2443	FM-Adm. Bldg.	205 W County Home Rd Sanford, FL 32773	WEEKEND ONLY	\$	113.00	\$	166.67
12	2444	FM-Warehouse Bldg.Five Points	211 W County Home Rd Sanford, FL 32773	WEEKEND ONLY	\$	235.00	\$	250.00
13	2457	Health and Human Services	400 W Airport Blvd Sanford, FL	WEEKEND ONLY	\$	1,129.00	\$	1,573.17
14	2447	I.T. Warehouse	302 Bush Loop Sanford, FL	WEEKEND ONLY	\$	66.00	\$	250.00
15	2462	John E. Polk Correctional Facility	211 Bush Blvd Sanford, FL 32773	WEEKEND ONLY	\$	660.00	\$	345.83
16	2432	Juvenile Assessment Center	181 Bush Loop Sanford, FL 32773	WEEKEND ONLY	\$	177.00	\$	362.50
17	2919	Juvenile Justice Center	190 Bush Blvd Sanford, FL 32773	WEEKEND ONLY	\$	579.00	\$	250.00
18	3699	Park - Lillie Green Community Center	325 Station St. Altamonte Springs, FL		\$	204.00	\$	140.67
19	3699	Park - Midway Community Center	2045 Hurston Ave Sanford, FL		\$	225.00	\$	208.00

20	3650	Sheriff - Public Safety Bldg	150 Bush Blvd Sanford, FL 32773	WEEKEND ONLY	\$ 1,625.00	\$ 1,996.83
21	2440	Roads-Adm.	177 Bush Loop Sanford, FL 32773	WEEKEND ONLY	\$ 133.00	\$ 291.67
22	2485	SGTV - Bldg	130 San Carlos Ave Sanford, FL 32771	WEEKEND ONLY	\$ 84.00	\$ 139.33
23	2434	Traffic Eng Office and Shop	140 Bush Loop Sanford, FL	WEEKEND ONLY	\$ 133.00	\$ 178.33

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	Building			SPECIAL	T	NTON	AME	RISCAPES
#	Code	Building Name	Building Address	CONDITIONS	MONTH	ILY COST	MON'	THLY COST
24	3606	Transmiter Site- Altamonte Springs	175 Newburyport Ave Altamonte Springs, FL		\$	21.00	\$	50.00
25	3247	Transmiter Site- Chuluota	1301Tropical St Chuluota, FL		\$	21.00	\$	50.00
26	3246	Transmitter Site - Dike Rd	3250 Dike Rd Winter Park, FL		\$	21.00	\$	50.00
27	2492	Transmitter Site- Five Points	144 Bush Loop Sanford, FL 32773		\$	21.00	\$	50.00
28	3248	Transmitter Site- Geneva	215 2nd St off of Oak St Geneva, FL		\$	21.00	\$	90.00
29	3768	Transmitter Site- Ovieda	460 Alexandria Blvd. Oviedo, FL		\$	21.00	\$	50.00
30	2493	Transmitter Site- Paola	4905 Wayside Dr Sanford, FL		\$	21.00	\$	50.00
31	2494	Transmitter Site-Sabal Point	930 Wekiva Springs Rd Longwood, FL		\$	21.00	\$	50.00
32	2495	Transmitter Site- Water Tower	502 State Rd 434 Forest City, FL		\$	21.00	\$	50.00
33	3645	Work Release Center	212 Bush Blvd Sanford, FL		\$	202.00	\$	271.67

			WEENWEEK DINKSEIN	GROUPIB)	No.	56-1		
#	Building Code	Building Name		SPECIAL	ŀ	HINTON	AM	ERISCAPES
+"	Code	Building Name	Building Address 2876 Balmy Beach Dr.	CONDITIONS	MON.	THLY COST	10M	NTHLY COST
1	3638	WTP - Belaire	Apopka, FL	Fertilizer may not be utilized.	\$	216.00	\$	119.17
2	3785	WTP - Apple Valley	109A W. Hillcrest Altamonte Spring, FL	Fertilizer may not be utilized.	\$	173.00	\$	50.00
3	3641	WTP - County Club	299 Silk Bay Place Lake Mary, FL	Fertilizer may not be utilized.	\$	173.00	\$	374.17
4	3787	WTP - Dol Ray	103 S. Northlake Blvd Altamonte Springs, FL	Fertilizer may not be utilized.	\$	86.00	\$	83.33
5	3789	WTP - Druid Hills	192 Flame Ave	Fertilizer may not be utilized.	\$	86.00	\$	583.33
6	3791	WTP - Fern Park	129 Lauren Court Altamonte Springs, FL	Fertilizer may not be utilized.	\$	86.00	\$	416.67
7	3642	WTP- Greenwood Lakes	505 Wexdon Ct Lake Mary, FL	Fertilizer may not be utilized.	\$	520.00	\$	407.50
8		Greenwood Lakes DP Wells (3)		Fertilizer may not be utilized.	\$	21.00	\$	150.00
9	3639	WTP - Hanover Woods	124 W Greentree Lane Lake Mary, FL	Fertilizer may not be utilized.	\$	256.00	\$	194.17
10	3029	WTP - Heathrow	350 Interational Dr Lake Mary, FL	Fertilizer may not be utilized.	\$	433.00	\$	222.33
11		Heathrow DP Wells (4)	FEADLET	Fertilizer may not be utilized.	\$	21.00	\$	200.00
12	3640	WTP -Indain Hills	1500 Wilshire Blvd Fern Park, FL	Fertilizer may not be utilized.	\$	325.00	\$	234.17
13		Indain Hills DP Well (1)		Fertilizer may not be utilized.	\$	21.00	\$	50.00
14	3790	WTP - Lake Brantley	2259 Camelia Dr. Longwood, FL	Fertilizer may not be utilized.	\$	130.00	\$	375.00
15	3786	WTP - Lake Harriet	100 Dahlia Dr. Altamonte Springs, FL	Fertilizer may not be utilized.	\$	130.00	\$	416.67
16	3451	WTP - Lake Hayes	535 Lake Hayes Rd Oviedo, FL	Fertilizer may not be utilized.	\$	713.00	\$	657.50
17	3659	WTP - Lake Monroe W.T.P.	197 Hickman Dr Sanford, FL	Fertilizer may not be utilized.	\$	86.00	\$	140.00
18	3636	WTP - Lynwood	1003 Jerome Way Apopka, FL	Fertilizer may not be utilized.	\$	151.00	\$	152.00

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19		Bear Lake DP Wells (2)		Fertilizer may not be utilized.	\$	43.00	\$	100.00
20	3716	WTP - Lynwood (New)	1003 Jerome Way Apopka, FL	Fertilizer may not be utilized.	\$	1,040.00	\$	432.50
21	3774	WTP - Markham Regional	5651 Lake Gussie Circle Sanford, FL	Fertilizer may not be utilized.	\$	1,383.00	\$	563.33
22	3788	WTP - Meridith Manor	164 E. Lake Brantley Dr. Longwood,	Fertilizer may not be utilized.	\$	130.00	\$	416.67
23	2511	SE Regional WTP-Maintenance Bldg	3300 Dike Rd Winter Park, FL	Fertilizer may not be utilized.	\$	2,286.00	\$	587.50
24	3314	WWTP - Greenwood Lakes	701 Greenway Blvd Lake Mary, FL	Fertilizer may not be utilized.	\$	793.00	\$	670.00
26	3617	WWTP - NW Regional Motor Control # 1	501 Yankee Lake Rd Sanford, FL	Fertilizer may not be utilized.	\$	1,300.00	\$	595.83
27	3627	Greenwood Lakes REUSE Site	1120 Wailua Lane Lake Mary, FL	Fertilizer may not be utilized.	\$	1,683.00	\$	1,283.33
			MS/FIRERESQUE(GROUP(C)	1000		3.4.10	
#	Building Code	Building Name	Building Address	SPECIAL	MA.	HINTON	AM	ERISCAPES
	Code	Building Name		CONDITIONS	MO	NTHLY COST	MON	ITHLY COST
1	3776	EMS / Fire Rescue Training Facility	201 Valentine Way Longwood, FL	No Mulching	\$	268.00	\$	270.83
2	3765	Fire Station 11	225 Newburyport Altamonte Springs, FL	No Mulching	\$	90.00	\$	310.83
3	3766	Fire Station 12	325 Douglas Drive Altamonte Springs, FL					
		L		No Mulching	\$	268.00	\$	259.50
4	2464	Fire Station 13	1240 W Hwy 436 Forest City, FL	No Mulching No Mulching	\$	268.00 90.00	\$	259.50 123.00
5	2464 3767	Fire Station 13	1240 W Hwy 436					***
			1240 W Hwy 436 Forest City, FL 600 Hattaway Drive	No Mulching	\$	90.00	\$	123.00
5	3767	Fire Station 14	1240 W Hwy 436 Forest City, FL 600 Hattaway Drive Altamonte Springs, FL 930 Wekiva Springs Rd	No Mulching No Mulching	\$	90.00 135.00	\$	123.00 421.33
5	3767 2465	Fire Station 14 Fire Station 16	1240 W Hwy 436 Forest City, FL 600 Hattaway Drive Altamonte Springs, FL 930 Wekiva Springs Rd Longwood, FL 7122 Hwy 17-92	No Mulching No Mulching No Mulching	\$ \$	90.00 135.00 400.00	\$ \$	123.00 421.33 311.00
5 6 7	3767 2465 2466	Fire Station 14 Fire Station 16 Fire Station 22	1240 W Hwy 436 Forest City, FL 600 Hattaway Drive Altamonte Springs, FL 930 Wekiva Springs Rd Longwood, FL 7122 Hwy 17-92 Fern Park, FL 4810 Howell Branch Rd	No Mulching No Mulching No Mulching No Mulching	\$ \$ \$	90.00 135.00 400.00 223.00	\$ \$ \$	123.00 421.33 311.00 180.83

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11	2469	Fire Station 35	201 W County Home Rd Sanford, FL 32773	No Mulching	\$	180.00	\$	448.17
12	2470	Fire Station 36	1600 Lake Mary Blvd Lake Mary, FL	No Mulching	\$	360.00	\$	214.17
13	2471	Fire Station 41	3355 E State Rd 46 Sanford, FL	No Mulching	\$	356.00	\$	250.00
14	3595	Fire Station 42	320 W State RD 46 Geneva, FL	No Mulching	\$	356.00	\$	230.00
			LIBRARIES (CIRO	JUP(D))				
#	Building Code	Building Name	Building Address	SPECIAL CONDITIONS	MOI	HINTON NTHLY COST		ERISCAPES NTHLY COST
1	2479	Library - Central Branch	215 N Oxford Rd Casselberry, FL		\$	878.00	\$	359.83
2	2480	Library - East Branch	310 Division St. Oviedo, FL		\$	281.00	\$	302.33
3	2478	Library - North Branch	150 N Palmetto Sanford, FL	NO MACHINARY AFTER 9AM THIS	\$	88.00	\$	193.33
4	2481	Library - Northwest Branch	580 Greenwood Blvd Lake Mary, FL	PER LIBRARY STAFF	\$	441.00	\$	504.00
5		Northwest DP Wells			\$	21.00	\$	100.00
6	2482	Library - West Branch	245 Hunt Club Blvd Longwood, FL		\$	386.00	\$	277.00
			SOILD WASTE (GI	YOUPE)	al a		ioi.	
#	Building Code	Building Name	Building Address	SPECIAL CONDITIONS	МО	HINTON NTHLY COST		IERISCAPES NTHLY COST
1	3603	Central Transfer Station - Adm.	1950 SR 419		\$	543.00	\$	1,455.33
					\$	29,006.00	\$	27,342.66
				TIMES 12 Months				
L				MOUTUS	\$	348,072.00	<u>\$</u>	328,111.92

EVALUATION FOR RFP-4253-05/RPS Performance Work Statement for Comprehensive Landscape Maintenance Services

Qualification Team Consensus Report and Recommendation

Firms:		Evaluation:
Ameriscapes Landscape, Orland Hinton Enterprise, Inc., Deltona	<u>8</u> 9	
Additional comments:		
 fine cut mowing at the local Ameriscapes' past perform cutting and not fine cut most and the County's expensive with project managers and beyond the requirements of the Hinton's proposed fees for realistic and fair, whereas low when compared to the Hinton's owner works with company to take proactive 	n its superior current and pations set forth in the scope nance appears to be focused by the scope of service perience working with Hinton doverall customer service has forth in this scope. If the larger water treatment Ameriscapes proposed feet historical costs to service this crew at every work site of measures to prevent service ditiously; thus providing out	e of services. ed mainly in rough ces sets forth. on, communication have been above and efacilities seem es seem extremely these locations. e, this enables his ice problems and
The Evaluation Committee make	s the following recommend	ation:
Hinton Enterprise, Inc.	and the second s	
Evaluation Committee Members:		
Roxane Robinson Verrechio Richard Steiger Cindi Trye	Facilities Maintenance De Facilities Maintenance De Facilities Maintenance De	partment

LANDSCAPE MAINTENANCE SERVICE TERM AGREEMENT (RFP-4253-05/RPS)

THIS AGREEMENT is made and entered into this _______ day of _______, 20_____, by and between Hinton Enterprise, Inc., duly authorized to conduct business in the State of Florida, whose address is P.O. Box 390423, Deltona, Florida 32739, 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".

WITNESSETH:

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

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

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

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish service and materials and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". Required services and materials shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement 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 five (5) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed five (5) years 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.

AUTHORIZATION FOR SERVICES. Authorization for SECTION 3. 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. Purchase Orders will be issued under and shall incorporate the terms of The COUNTY makes no covenant or promise as to the this Agreement. number of available projects, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so. 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,

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 either a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement, shall not exceed the annual amount budgeted by the COUNTY for landscape maintenance services.

SECTION 6. BILLING AND PAYMENT.

- (a) 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 date, describing

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Administrative Services Department 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 subsections (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 CONSULTANT'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 subsections (b) and 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:
 - (1) immediately discontinue all services affected unless

the notice directs otherwise, and

- (2) 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 CONSULTANT shall be paid compensation for services performed to the date of termination.
- 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. 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 CONTRACTORS 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 it's 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 WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that SECTION 11. it will not discriminate against any employee or applicant employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. 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 compensation; selection training, οf and for apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its 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 opposite party and only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior 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, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 17. INSURANCE.

- (a) <u>General</u>. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.
- furnish the CONTRACTOR shall COUNTY (1) The Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability The Certificate of Insurance shall provide that the COUNTY policy. 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. The Certificate shall have this Agreement number clearly marked on its face.

- (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 or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.
- (b) <u>Insurance Company Requirements</u>. 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) <u>Specifications</u>. 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 Section. 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) 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:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(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:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising	\$500,000.00

Injury Limit

Each Occurrence Limit \$500,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall

carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

- (d) <u>Coverage</u>. 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. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.
- (f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

- (a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code.
- (b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set

forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

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

SECTION 19. REPRESENTATIVE OF COUNTY AND 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 CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the 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) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually 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 not 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 copartners 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 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 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is

required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and 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 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 Department 200 W. County Home Road Sanford, FL 32773

For CONTRACTOR:

Hinton Enterprise, Inc. P.O. Box 390423 Deltona, Florida 32739

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

SECTION 29. AUTHORIZATION. The County Manager shall be authorized to execute this Agreement on behalf of the County.

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

ATTEST:	HINTON ENTERPRISES, INC.
, Secretary	By:, President
(CORPORATE SEAL)	Date:
WITNESSES:	SEMINOLE COUNTY, FLORIDA
	By:
	Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	Within authority of Resolution No. 93-R-71 adopted February 23 1993.
County Attorney	
AC/lpk/ljp 5/18/05 5/19/05 7.26.05 rfp-4253	

Attachment:

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

EXHIBIT A

Scope of Services

5.1 – GENERAL:

Scope of Work:

- A. The work specified in this Section consists of furnishing all labor, materials, coordination, transportation equipment, and all incidentals necessary for the complete care and guarantee of all planted trees, shrubs, ground covers, lawn areas, seasonal color and mulched areas per location(s).
- B. The Contractor shall provide supervised staff to complete the lawn maintenance duties as outlined in the Contract. The Contractor shall also provide sufficient personnel when required for additional services as specified in the Contract so that the services are completed in a reasonable amount of time. County should have easy access to Contractor by cell phone, pager and / or internet services.

Quality Assurance:

- A. The selection of materials and the execution of all operations required shall be subject to the approval of the County. The Contract Administrator or designee and the Contractor shall make weekly site inspections to determine any work, which, in the opinion of the County, is unacceptable, the Contractor shall promptly correct all rejected work at each location.
- B. The County shall be assured of a complete landscape maintenance program for all trees, plants, lawn, shrubs, and mulched areas such that the quality of all planting and lawns shall not deteriorate, and shall obtain vitality and healthy new growth for the duration of the Contract.
- C. The Contractor is hereby made aware that County anticipates that the landscape maintenance at the designated site(s) shall be of the very highest quality possible. All work to be performed, such as pruning, mowing, fertilization, weeding, edging, spraying, policing, plant installation, and over seeding, aerating, and mulching shall be strictly managed and executed by experience personnel.
- D. The County shall be assured of a complete maintenance program for each site(s) landscape irrigation system such that the performance of the system shall not deteriorate.

Submittals:

- A. The Contractor shall provide the County with a complete and detailed maintenance schedule for each site, which specifically outlines the maintenance procedures to be performed at daily, weekly, monthly, and annual intervals. Any changes to original schedule have to be approved by Contract Administrator or designee.
- B. The Contractor shall collect three (3) soil samples from various areas with in the landscape and submit to a testing facility for analysis on nutrient levels, pH, and alkalinity/salinity levels. This analysis will be incorporated into the overall startup and long term maintenance. Testing shall continue annually.

C. Contractor is responsible for a numbered service ticket for each location. These tickets need to be signed weekly by the Contract Administrator or designee and a copy is given to the Contract Administrator or designee.

Warranty:

- A. The Contractor shall guarantee and completely replace at no additional cost to the County 100% of the plants, trees, shrubs, etc installed by the Contractor, which, in the opinion of the County have failed to maintain a healthy, vigorous condition (excluding theft or vandalism). Size of the replacement plant material shall be equal that of the plant, which is being replaced, and/or the size of existing adjacent like specimens.
- B. In the event that performance of the Contractor should fail to satisfy the expectations and standards set forth in the Contract, the County reserves the right to obtain others to perform such duties at the expense of the Contractor.

5. 2 - **PRODUCTS**:

Plants:

All replacement plant material shall be equal to the plant material being replaced and/or size of existing adjacent like specimens.

Mulch:

Mulch shall be clean, fresh, and free of foreign matter.

Commercial Fertilizer:

Commercial fertilizer shall be a complete fertilizer with a W.I.N (water insoluble nitrogen) value of not less that 60% unless specified otherwise in the soils analysis prepared by the testing facility if required.

Insecticides:

The Contractor shall maintain a valid current state pesticide applicator's and operator's license at all times and shall use all chemicals in strict accordance with the federal, state, and county directives on environmental control, and E.P.A approval number at all times while on the job.

Irrigation Equipment:

All replacement irrigation equipment shall be equal to the parts or equipment being replaced. All valve boxes and sprinkler heads need to be cleared of growth.

5.3 - EXECUTION

Mulching:

As part of the maintenance agreement, all tree saucers, shrubs, plant beds, ground cover, and seasonal cover areas shall receive one at least (1) complete mulch application per year. All mulch beds shall be free of weeds, trash, etc before and after mulching operations. Old mulch must be removed when needed to maintain a depth no greater than three (3) inches.

Fertilization:

- A. The fertilization used shall be a commercial grade product and recommended for use on each tree, plant, shrub, etc. Specific requirements should be determined by soil test results, soil type, and the time of the year. Applications shall proceed continuously once begun until all areas have been completed.
- B. The Contractor is responsible for the clean up of fertilizer on hard surfaces to prevent staining.
- C. All trees shall be fertilized by spreading fertilizer below the canopy of the tree at the drip line and working into the soil. Trees shall be fertilized at least two (2) times per year.
- D. All shrubs shall be fertilized by spreading material around the base of the plant. Shrubs shall be fertilized at least two (2) times per year.
- E. All ground cover shall be fertilized by mechanically spreading material uniformly over the area and immediately watering into the soil to remove any material on foliage that may cause burn. Ground cover shall be fertilized at least two (2) times per year.
- F. All lawn areas shall be fertilized by uniformly distributing material with a mechanical spreader using a crossing pattern. Lawns shall be fertilized at the following frequencies:
 - 1. St. Augustine: at least two (2) times per year
 - 2. Bahia grass: at least two (2) times per year

Pruning:

- A. All trees shall be pruned or thinned periodically to adequately maintain vigor, health, and attractive shape with respect to the intended character of the plant.
- B. Shrubs and ground cover plants shall be pruned a minimum of once per month to ensure the best shape, health, and character and kept in bounds and out of other plantings, walkways, lighting, etc.
- C. Trees shall be pruned during winter months to remove diseased, dying or dead branches, crossing branches, low hanging branches, or any branches that may propose a safety hazard.
- D. Suckers and water sprouts shall be removed as many times as necessary to maintain trunks free of extraneous growth.
- E. Pruning shall include all of the following:
 - 1. Dead, dying, or unsightly parts of trees
 - 2. Remove sucker growth from the base of the trees
 - 3. Branches that grow toward the center of the tree
 - 4. Crossed branches that may rub together
 - 5. Multiple leader if the tree normally has only a single stem
 - 6. Nuisance growth that interferes with view, traffic, signage, walks, or lighting.
 - 7. Shape the top of small trees as needed
 - 8. All branches, dead wood and cutting shall be removed from the site at the time of pruning and disposed of in an acceptable manner.

9. All lawn, tree, and shrub areas damaged by pruning equipment shall be replaced at the expense of the Contractor and at no additional cost to the County. All lawn, tree, and shrub areas damaged by pruning equipment shall be replaced at the expense of the Contractor and at no additional cost to the County.

Straightening Trees:

Any leaning trees shall be straightened and new guide wire and/or stakes shall be installed to hold the tree in place. If the tree cannot be successfully straightened by pulling over, then the Contractor shall dig around the root ball and straighten. When wrapping wire around the tree the Contractor shall be sure to install a piece of rubber hose such that the wire will not cut the tree.

Edging and Trimming:

- A. The Contractor shall neatly edge and trim around all plant beds, curbs, fences, walks, streets, trees, plants, shrubs, walks, lighting, well pumps, building areas, and all other obstacles within the landscape.
- B. Paved areas (hard edges) and plant beds and tree rings (soft edging) shall be edged every mowing.
- C. Mechanical edger may be used for edging provided shapes and configurations of plant beds shall be maintained as installed.
- D. A clean trenched line shall be provided between grass and mulched areas. Care shall be taken not to injure trunks of trees or plants.
- E. Damaged to property or vegetation caused by improper trimming or edging shall be repaired by the Contractor at no additional cost to the County.
- F. All walks and other paved areas shall be vacuumed, swept, or blown off after mowing, edging, trimming, etc.
- G. Landscape lighting shall be wiped off, vacuumed, blown off as needed to prevent the accumulation of clippings and insects.

Policing:

- A. Before mowing, the entire site, including parking areas, sidewalks, roadways, retention ponds, lawn areas and planted areas shall be policed weekly to remove leaf drop, litter, and debris.
- B. All debris and litter, collected during policing operations, shall be removed from the site by the Contractor.
- C. All storm drains, ditches, culverts, etc.; within the limits of work will be kept free of litter which would obstruct proper water flow.
- D. Blowers may be used by the Contractor to clear streets, sidewalks, curbs and parking areas of organic matter caused by the Contract's maintenance operations unless prohibited by the local ordinances.

E. Fire ants will be treated with recommended chemicals as needed to maintain a relatively ant free site.

Weed Control:

The Contractor shall employ mechanical or chemical measures to ensure that weeds or undesirable grasses do not encroach up on any lawns or mulched areas including: curbs, walks, streets, lighting, building areas, and all other obstacles within the landscape.

Mowing:

- A. Mowing wet grass shall be avoided when possible.
- B. All St. Augustine and Bahia grass lawns areas shall be mowed and maintained not to exceed a height of four inches (4").
- C. Rotary type mowers designed for commercial use shall be used unless conditions require that a smaller rotary mower be used. Mower Blades must be kept sharp so that the cut grass edge is clean and not ragged.
- D. All lawn areas shall be mowed in a one-day operation and performed at a frequency necessary to maintain specified height. Mowing patterns shall be changed frequently to avoid wear.
- E. All grass clippings shall be removed from all areas and removed from site by the Contractor.
- F. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, or drains. In the event this occurs the Contractor will be responsible for the removal of the material.
- G. Approval of replacement work: The Contractor shall inform the County's Representative of the necessary replacement work before beginning said operations. The County reserves the right to obtain others to perform such duties, or to oversee and inspect the performance of the Contractor.

Retention Pond Maintenance:

- A. Mowing around slopes, inside fenced pond area, swales and ditches. Cutting of bank vegetation to maintain established maximum height.
- B. Inspect and clean all trash racks. Removal of trash, and debris in and around ponds and other stormwater structures.
- C. Removal of tree limbs blown into ponds. Thin trees at waters edge, and in pond and swale beds.

Emergency Services

The Contractor will provide 24-hour emergency service for storm damage and accidents which will include:

- Remove Debris and Repair Damage to Landscaping
- Repair Irrigations Lines
- Removal of Downed Trees

Safety:

- A. All materials and performance of work will meet all federal health and safety laws currently in effect. All chemicals to be used in performance of this contract shall carry an E.P.A. approval number.
- B. The Contractor shall provide and require the wearing of protective clothing, mask, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances, and/or directions of manufactures of material or equipment.
- C. All equipment must be properly maintained and is subject to inspection by the County. Any equipment deemed inoperable or unsafe shall be removed from the premises. All equipment must meet American Standard Safety specifications and OSHA requirements.
- D. The Contractor shall adequately protect workers, adjacent property, and the public. The Contractor shall take all necessary precautions for the safety of his employees on the job and of the persons employed at and visiting the facility.

Seasonal Color:

- A. The Contractor shall be responsible for bed preparations, furnishing and installing of seasonal color as required or by the on-site direction of the Contract Administrator or designee. The program shall consist of two (2) color changes per year, spring and fall.
- B. The Contractor shall be responsible for annual color maintenance operations including pinching back, deadheading to promote blooming, fertilization, plant replacement, and fungicide and pesticide applications, (including monthly drenching as necessary).
- C. Annual color plants lost due to lack of proper maintenance will be replaced by the Contractor and at no additional cost to the County.
- D. Upon delivery, annual plants shall be 80% in bloom, free of insects and diseases, uniform in height and size, and have fully developed root system.

Fertilization Frequency:

Plant Type	Minimum Applications	
Shade and Ornamental Trees	2 applications per year	
Evergreen Trees	1 application per year	
Shrubs & Ground Covers	2 applications per year	
Lawn	2 applications per year	

Performance Work Standards

Performance Analysis and Standards:

Performance analysis assigns a performance requirement to the tasks, which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the County. Correspondingly, the acceptable quality level establishes a maximum allowable error rate or variation from the standard.

Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

- Each month Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- Inspection scores are averaged The average scoring for the month is used to determine the percentage payment of the invoice. The County's decision is final.
- The Contractor will be notified of any deficiency identified during the term of the contract.
 Contractor shall take appropriate corrective action upon notification. In the event of such notification, the Contractor shall explain in writing within five (5) days of receipt, why performance was unsatisfactory, how performance will be brought into compliance with contract specifications and standards and how the problem will be prevented.
- The <u>Inspection Score</u> is as follows:

Score	Range	Payment
Maximum	Minimum	%
100.00	95.00	100
94.99	90.00	99
89.99	85.00	98
84.99	83.00	97
82.99	81.00	96
80.99	79.00	95
78.99	77.00	94
76.99	75.00	93
74.99	73.00	92
72.99	60.00	80
59.99	47.00	70
46.99	34.00	60
33.99	0.00	0

INSPECTION SHEET

Date:	•	
Location:		
GROUP	Location #	
SERVIC	ES TO BE PERFORMED	INSPECTION SCORE
1	TRASH REMOVAL	
2	MOWING	
3	EDGING	
4	TRIMMING	
5	PRUNING	
6	WEED REMOVAL	
7	CUTTINGS AND TRIMMINGS REMOVAL	
8	CLEARING ACCESS WAYS	
9	FERTILIZING	
10	MULCHING	
	ADDITIONAL PICTURES AND/OR COMMENTS WILL BE ATTACHED SEPERATELY AVERAGE SCORE	

PAGE 1 OF 2

Inspection Method

The County Contract Administrator or designee will monitor the Contractor's performance under this contract by conducting a minimum of two (2) scored inspections per month, at buildings chosen through a **Random Sampling** process. Inspection dates and times will be scheduled in advance and the Contractor will be notified of the inspection location not less than sixty (60) minutes prior to the inspection time. The average of the scores for the monthly inspections will determine if there is a deduction from the monthly payment as outlined in Section 6.0 *Performance Work Standards*.

Random Sampling – A method of selecting a sample from a lot in such a way that every possible sample that could be selected has the same probability of being selected. Lot is defined as the total number of locations being serviced. Random sampling allows the County to monitor a small sample size and then, based on statistical theory, to estimate the Contractor's performance for the entire population.

Payment Adjustments

Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

- Each month Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- Inspection scores are averaged The average scoring for the month is used to determine the percentage payment of the invoice. The County's decision is final.

• The <u>Inspection Score</u> is as follows:

Score	Range	Payment
Maximum	Minimum	%
100.00	95.00	100
94.99	90.00	99
89.99	85.00	98
84.99	83.00	97
82.99	81.00	96
80.99	79.00	95
78.99	77.00	94
76.99	75.00	93
74.99	73.00	92
72.99	60.00	80
59.99	47.00	70
46.99	34.00	60
33.99	0.00	0

Price Proposal Forms

PROJECT: PERFORMANCE WORK STATEMENT FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES FOR SEMINOLE COUNTY
COUNTY CONTRACT NO. RFP-4253-05/RPS
Name of Proposer: Hinton Enterplises Inc
Mailing Address: P.O. Box 390423
Street Address:
City/State/Zip: Deltona FL 32739
Phone Number: (3%) 1789-6329
FAX Number: (386) 789-6457
Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment and all transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with required services, all in strict conformity Contract Documents, including Addenda Nos
The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive and may cause a forfeiture of the Proposal Security.
TOTAL ANNUAL PRICE PROPOSAL & 348 072.00

IN WITNESS WHEREOF, PROPOSER 20 day of June, 20 of.	has hereunto executed this FORM this
Hinton Enterprise Inc. (Name of PROPOSER)	(Signature of person signing FORM) (Printed name of person signing FORM)
	(Title of person signing FORM)

ACCOMPANYING THIS PROPOSAL IS Cache is Check (insert the word(s) "cashier's check," Proposer's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five thousand dollars and 00/100 (\$5,000.00), payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the COUNTY in case this proposal is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Proposal, Proposer promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

	FACILITIES MAINTENANCE (GROUP A)				
#	Building Code	Building Name	Building Address	SPECIAL CONDITIONS	MONTHLY COST
24	3606	Transmiter Site- Altamonte Springs	175 Newburyport Ave Altamonte Springs, FL		12100
25	3247	Transmiter Site- Chuluota	1301Tropical St Chuluota, FL		1 21.00
26	3246	Transmitter Site - Dike Rd	3250 Dike Rd Winter Park, FL		\$ 21.00
27	2492	Transmitter Site- Five Points	144 Bush Loop Sanford, FL 32773	,	\$ 21.00
28	3248	Transmitter Site- Geneva	215 2nd St off of Oak St Geneva, FL		\$ 21.00
29	3768	Transmitter Site- Ovieda	460 Alexandria Blvd. Oviedo, FL		\$ 21.00
30	2493	Transmitter Site- Paola	4905 Wayside Dr Sanford, FL		\$ 21.00
31	2494	Transmitter Site-Sabal Point	930 Wekiva Springs Rd Longwood, FL	·	\$ 21.00
32	2495	Transmitter Site- Water Tower	502 State Rd 434 Forest City, FL		21.00
33	3645	Work Release Center	212 Bush Blvd Sanford, FL		\$ 202.00

REVISED PRICE PROPOSAL FORM 6/1/2005. Company Name:

<u>KL</u>	WATER AND SEWER (GROUP B)				
#	Building Code	Building Name	Building Address	SPECIAL CONDITIONS	MONTHLY COST
1	3638	WTP - Belaire	2876 Balmy Beach Dr. Apopka, FL	Fertilizer may not be utilized.	\$216.00
2	3785	WTP - Apple Valley	109A W. Hillcrest Altamonte Spring, FL	Fertilizer may not be utilized.	\$ 173.00
3	3641	WTP - County Club	299 Silk Bay Place Lake Mary, FL	Fertilizer may not be utilized.	\$ 173.00
4	3787	WTP - Dol Ray	103 S. Northlake Blvd Altamonte Springs, FL	Fertilizer may not be utilized.	\$ 86.00
5	3789	WTP - Druid Hills	192 Flame Ave	Fertilizer may not be utilized.	\$ 86.00
6	3791	WTP - Fern Park	129 Lauren Court Altamonte Springs, FL	Fertilizer may not be utilized.	\$ 86.00
	3642	WTP- Greenwood Lakes	505 Wexdon Ct Lake Mary, FL	Fertilizer may not be utilized.	\$ 520.00
8	3042	Greenwood Lakes DP Wells (3)		Fertilizer may not be utilized.	\$ 21,00
9	3639	WTP - Hanover Woods	124 W Greentree Lane Lake Mary, FL	Fertilizer may not be utilized.	\$ 256.00
10	3029	WTP - Heathrow	350 Interational Dr Lake Mary, FL	Fertilizer may not be utilized.	\$ 433.00
11		Heathrow DP Wells (4)		Fertilizer may not be utilized.	\$21.00
12	3640	WTP -Indain Hills	1500 Wilshire Blvd Fern Park, FL	Fertilizer may not be utilized.	\$ 325.00
13		Indain Hills DP Well (1)		Fertilizer may not be utilized.	\$21.00
14	3790	WTP - Lake Brantley	2259 Camelia Dr. Longwood, FL	Fertilizer may not be utilized.	\$ 13000
15	3786	WTP - Lake Harriet	100 Dahlia Dr. Altamonte Springs, FL	Fertilizer may not be utilized.	\$ 130.00
16	3451	WTP - Lake Hayes	535 Lake Hayes Rd Oviedo, FL	Fertilizer may not be utilized.	\$ 713.00
17	3659	WTP - Lake Monroe W.T.P.	197 Hickman Dr Sanford, FL	Fertilizer may not be utilized.	\$ 86.00
18	3636	WTP - Lynwood	1003 Jerome Way Apopka, FL	Fertilizer may not be utilized.	\$ 151.00
19		Bear Lake DP Wells (2)		Fertilizer may not be utilized.	\$ 43.00
20	3716	WTP - Lynwood (New)	1003 Jerome Way Apopka, FL	Fertilizer may not be utilized.	\$ 1040.00
21	3774	WTP - Markham Regional	5651 Lake Gussle Circle Sanford, FL	Fertilizer may not be utilized.	\$ 1383.00
		WTP - Meridith Manor	164 E. Lake Brantley Dr. Longwood,	Fertilizer may not be utilized.	d 130.00
22	3788	SE Regional WTP-Maintenance Bldg	3300 Dike Rd Winter Park, FL	Fertilizer may not be utilized.	a 2286.00
23	2511 3314	WWTP - Greenwood Lakes	701 Greenway Blvd Lake Mary, FL	Fertilizer may not be utilized.	\$ 793.00
25	3615	WWTP - Glashwood Lakes WWTP - NW Regional Adm. Bidg.	501 Yankee Lake Rd Sanford, FL	Fertilizer may not be utilized.	\$ 113.00
26	3617	WWTP - NW Regional Motor Control # 1	501 Yankee Lake Rd Sanford, FL	Fertilizer may not be utilized.	OH 1300.00
27	3627	Greenwood Lakes REUSE Site	1120 Wailua Lane Lake Mary, FL	Fertilizer may not be utilized.	\$ 1683.00
<u></u>	1 0021		DDENDUM #1		

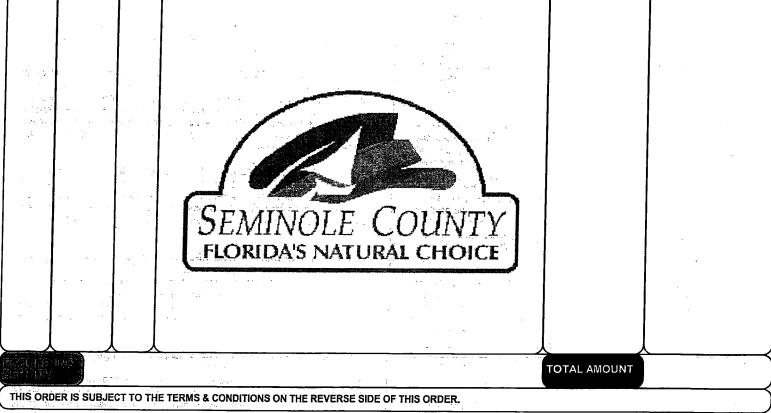
Γ	FACILITIES MAINTENANCE (GROUP A)				
#	Building Code	Building Name	Building Address	SPECIAL CONDITIONS	MONTHLY COST
1	2445	Administrative Services Dept.	200 W County Home Rd Sanford, Fl 32773 WEEKEND ONLY		\$433,00
2	2487	Animal Services - Adm.	232 Bush Blvd Sanford, FL 32773	WEEKEND ONLY	\$407.00
3	3777	College Drive	College Drive Sanford, FL	WEEKEND ONLY	0 775.00
4	2442	Cooperative Extension	250 W County Home Rd Sanford, FL 32773	WEEKEND ONLY	01 267.00
5	2512	County Indigent Cemetery	College Drive Sanford, FL	WEEKEND ONLY	4 177.00
б	2453	Count Services Bldg	1101 E. 1St Sanford, FL 32771 1301 E. Second St.	WEEKEND ONLY	\$ 1654.00
7	2486	Economic Development Bldg	Sanford, FL 32771 US 17-92	WEEKEND ONLY	\$ 77.00
8	3566	Five Points Entrance	Sanford, FL 141 Bush Loop	WEEKEND ONLY	9 700.00
9	2424	Fleet-Administrative Bldg	Sanford, FL 32773 Bush Blvd	WEEKEND ONLY	133.00
10	3778	Fleet- Storage Yard	Sanford, FL 205 W County Home Rd	WEEKEND ONLY	01.00
11	2443	FM-Adm. Bldg.	Sanford, FL 32773 211 W County Home Rd	WEEKEND ONLY	113,00
12	2444	`FM-Warehouse Bldg.Five Points	Sanford, FL 32773 400 W Airport Blvd	WEEKEND ONLY	\$ 235.00 \$1129.00
13	2457	Health and Human Services	Sanford, FL 302 Bush Loop	WEEKEND ONLY	\$ 106.00
14	2447	I.T. Warehouse	Sanford, FL 211 Bush Blvd	WEEKEND ONLY	of 660.00
15 16	2462	John E. Polk Correctional Facility Juvenile Assessment Center	Sanford, FL 32773 181 Bush Loop Sanford, FL 32773	WEEKEND ONLY	\$ 177.00
17	2919	Juvenile Justice Center	190 Bush Blvd Sanford, FL 32773	WEEKEND ONLY	\$ 579.00
18	3699	Park - Lillie Green Community Center	325 Station St. Altamonte Springs, FL		8 204.00
19	3699	Park - Midway Community Center	2045 Hurston Ave Sanford, FL		B 225.00
20	3650	Sheriff - Public Safety Bldg	150 Bush Blvd Sanford, FL 32773	WEEKEND ONLY	\$ 1625.00
21	2440	Roads-Adm.	177 Bush Loop Sanford, FL 32773 130 San Carlos Ave	WEEKEND ONLY	133.00
22	2485	SGTV - Bldg	Sanford, FL 32771 140 Bush Loop	WEEKEND ONLY	84.00
23	2434	Traffic Eng Office and Shop	Sanford, FL	WEEKEND ONLY	133.00

<u> </u>	EMS / FIRE RESCUE (GROUP C)					
#	Building Code	Building Name	Building Address	SPECIAL CONDITIONS	MONTHLY COST	
1	3776	EMS / Fire Rescue Training Facility	201 Valentine Way Longwood, FL	No Mulching	\$ 248.00	
2	3765	Fire Station 11	225 Newburyport Altamonte Springs, FL	No Mulching	\$ 90.00	
3	3766	Fire Station 12	325 Douglas Drive Altamonte Springs, FL	No Mulching	\$ 268.00	
4	2464	Fire Station 13	1240 W Hwy 436 Forest City, FL	No Mulching	\$ 90.00	
5	3767	Fire Station 14	600 Hattaway Drive Altamonte Springs, FL	No Mulching	\$ 135.00	
6	2465	Fire Station 16	930 Wekiva Springs Rd Longwood, FL	No Mulching	\$ 400.00	
7	2466	Fire Station 22	7122 Hwy 17-92 Fern Park, FL	No Mulching	₦ 223.00	
8	2467	Fire Station 23	4810 Howell Branch Rd Winter Park, FL	No Mulching	₩ 133.0D	
9	2474	Fire Station 27	5280 Red Bug Lake Rd Casselberry, FL	No Mulching	\$ 311.00	
10	2468	Fire Station 34	4905 W State Rd 46 Sanford, FL	No Mulching	\$ 356.00	
11	2469	Fire Station 35	201 W County Home Rd Sanford, FL 32773	No Mulching	8 180.00	
12	2470	Fire Station 36	1600 Lake Mary Blvd Lake Mary, FL	No Mulching	\$ 360.00	
13	2471	Fire Station 41	3355 E State Rd 46 Sanford, FL	No Mulching	356.00	
14	3595	Fire Station 42	320 W State RD 46 Geneva, FL	No Mulching	01 356.00	

	LIBRARIES (GROUP D)					
#	Building Code	Building Name	Building Address	SPECIAL CONDITIONS	MONTHLY COST	
1	2479	Library - Central Branch	215 N Oxford Rd Casselberry, FL		\$ 878.00	
2	2480	Library - East Branch	310 Division St. Oviedo, FL		8 281,00	
3	2478	Library - North Branch	150 N Palmetto Sanford, FL	NO MACHINARY AFTER 9AM THIS	08.00	
4	2481	Library - Northwest Branch	580 Greenwood Blvd Lake Mary, FL	PER LIBRARY STAFF	Ø 441.00	
5		Northwest DP Wells			Q 21.00	
6	2482	Library - West Branch	245 Hunt Club Blvd Longwood, FL		\$ 386.00	

SOILD WASTE (GROUP E)					
#	# Code Building Name Building Address CONDITIONS MONTHLY COST				
1	3603	Central Transfer Station - Adm.	1950 SR 419		\$ 543,00

FLORIDA SALES: 69-11-033995-53C FEDERAL SALES/USE: 59-74-0013K	Board of Co Seminol ORDE	EXHIBT B	ORDER NUMBER: NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.
		raye ı	OP REVISION DATE READ, RUMBER ARALYST
			FOR INQUIRIES REGARDING THIS ORDER, CONTACT: FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION 1101 E. 1st STREET - COUNTY SERVICES BLDG RM. #3208 SANFORD FLORIDA 32771 PHONE: (407) 665-7116 / FAX: (407) 665-7956
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		- 1960 - 1970 -	



SUBMIT ALL INVOICES IN DUPLICATE TO:

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

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

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS