

OB-265

TERM CONTRACT FOR CEDAR RIDGE LANDSCAPING AND GROUNDS MAINTENANCE  
(IFB-600532-09/TLR)

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of March, 2009, by and between **HELPING HAND LAWN CARE, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 1704, Sorrento, Florida 32776, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

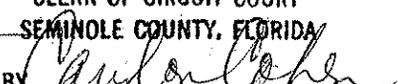
WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide landscaping services and grounds maintenance for Cedar Ridge subdivision in Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide landscaping services and grounds maintenance services 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, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY   
DEPUTY CLERK

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed two (2) 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 authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for 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 COUNTY to be in the best interest of COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate 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 CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for landscaping and grounds maintenance services for the Cedar Ridge subdivision.

**SECTION 6. PAYMENT AND BILLING.**

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall 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, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided,  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 COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

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

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

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

MSBU Program  
1301 E. Second Street  
Sanford, Florida 32771

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

**SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

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

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

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at 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 COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

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

**SECTION 9. TERMINATION.**

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable

additional costs occasioned to 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 CONTRACTOR; provided, however, that 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 COUNTY in 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 CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of 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 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, this Agreement shall prevail.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** 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.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for 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 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, 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) 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 COUNTY.

(b) 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, 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 CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of 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.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and 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 CONTRACTOR.

**SECTION 17. INSURANCE.**

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

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish 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). COUNTY and its officials, officers, and employees shall be named additional insured

under the Commercial General Liability Policy. The Certificate of Insurance shall provide that 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 CONTRACTOR, CONTRACTOR shall provide 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, CONTRACTOR will at the option of 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 COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its 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 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its 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 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 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. 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 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) CONTRACTOR's insurance shall cover 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 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) CONTRACTOR'S insurance shall cover 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 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, 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 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:

LIMITS

Each Occurrence Bodily	\$300,000.00
Injury and Property Damage	
Liability Combined	

(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 COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of 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 CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of 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. 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 dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the

dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

(c) In the event that COUNTY dispute resolution 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 COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one 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 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 who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep 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 CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. 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 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 COUNTY'S officers and employees either by operation of law or by COUNTY.

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

honored by 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 services 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, 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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to 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, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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:**

MSBU Program  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

Helping Hand Lawn Care, Inc.  
P.O. Box 1704  
Sorrento, FL 32776

**SECTION 28. RIGHTS AT LAW RETAINED.** The rights and remedies of 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 COUNTY.

ATTEST:

HELPING HAND LAWN CARE, INC.

[Signature]  
\_\_\_\_\_  
, Secretary  
  
(CORPORATE SEAL)

By: [Signature]  
E. NORMAN RIPPER, President  
Date: 9 March 09

Tammy Roberts  
Witness  
Tammy Roberts  
Print Name  
Lisa Spillman  
Witness  
LISA Spillman  
Print Name

SEMINOLE COUNTY, FLORIDA  
 By: [Signature]  
BETSY COHEN, Purchasing Supervisor  
Date: 3/11/09

As authorized by Section 8.153,  
Seminole County Administrative  
Code.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

[Signature]  
\_\_\_\_\_  
County Attorney  
AEC/lpk  
3/3/09  
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\IFB-600532.doc

- Attachments:  
Exhibit A - Scope of Services/Price Schedule  
Exhibit B - Sample Purchase Order

# EXHIBIT A

ITEM #	DESCRIPTION	FREQUENCY	Quantity	Unit Rate	Extended PRICE
A1	Mowing (minimum 45 visits/yr)	WEEKLY (except Nov. -Feb.)	45	\$ 20.00	\$ 900.00
A2	Edging (minimum 45 visits/yr)	WEEKLY (except Nov. -Feb.)	45	\$ 5.00	\$ 225.00
A3	Blowing/Debris Removal (minimum 45 visits/yr)	WEEKLY (except Nov. -Feb.)	45	\$ 5.00	\$ 225.00
B1	Trimming Ornamentals	MONTHLY	12	\$ 100.00	\$ 1,200.00
B2	Annual Plants & Installation - quantity 240 plants each scheduled planting	SCHEDULED APR, JULY & NOV	3	\$ 360.00	\$ 1,080.00
B3	Mulch - 20 cubic yards each installation ( <u>choose one</u> ): <input type="checkbox"/> Eucalyptus Chips <input type="checkbox"/> Pine Bark Nuggets Brown <input type="checkbox"/> Cypress Shredded Brown	SCHEDULED MAY & SEPT	2	\$ 700.00	\$ 1,400.00
C	Trimming/Pruning Trees >12 Ft.	SCHEDULED MAR AND SEPT	2	\$ 100.00	\$ 200.00
C4	Weed Control (minimum 45 visits/yr)	WEEKLY (except Nov. -Feb.)	45	\$ 20.00	\$ 900.00
D1	Check Irrigation System	WEEKLY	52	\$ 5.00	\$ 260.00
D2	Irrigation Minor Repairs up to \$750	VARIES	varies	\$ 750.00	\$ 750.00
D3	Wet Check Irrigation System	MONTHLY	12	\$ 40.00	\$ 480.00
E1	Inspect/Treat turf & ornamentals for insect or disease problems	WEEKLY	45	\$ 5.00	\$ 225.00
E2	Fertilization of ornamentals	SCHEDULED FEB, MAY, OCT	3	\$ 100.00	\$ 300.00
E2	Fertilization of Roses	MONTHLY	12	\$ 20.00	\$ 240.00
E2	Fertilization of turf areas	SCHEDULED FEB, APR, JUNE, OCT	4	\$ 40.00	\$ 160.00
F1	Inspect for weeds and remedy as needed	WEEKLY	45	\$ 5.00	\$ 225.00
G1	Apply pesticides for ornamentals, turf and annuals as required	WEEKLY	45	\$ 5.00	\$ 225.00
H1	General Litter & Debris Pick-up	WEEKLY	52	\$ 5.00	\$ 260.00
H2	Check landscape lighting	WEEKLY	45	\$ 1.00	\$ 45.00
H2	Landscape lighting minor repairs up to \$150	VARIES	varies	\$ 150.00	\$ 150.00
K	Quarterly Evaluation	QUARTERLY MAR, JUN, SEPT, DE C	4	\$ NA	\$ Included in general service charges
<b>TOTAL ANNUALIZED PRICE</b>					<b>\$ 9,450.00</b>

**Section 4 –  
ANCILLARY SERVICES and PLANT SPECIES PRICING**

**ANCILLARY SERVICES\***

#1 Labor	Landscaping Labor	HOURLY RATE	\$ 30.00
#2 Labor	Design Services	HOURLY RATE	\$ 60.00
#3 Labor	Irrigation Repair Labor	HOURLY RATE	\$ 60.00

**ANCILLARY PLANT SPECIES PRICING\***

NAME OF PLANT	VARIETY OR TYPE	SIZE	COST EACH
African Iris		1 gallon	\$7.00
Azalea		3 gallon	\$10.00
Crape Myrtle		15 gallon	\$100.00
Grass (Turf)	St. Augustine	500 square feet	\$400.00
Holly (Burford)		15 gallon	\$100.00
Holly (East Palatka)		15 gallon	\$100.00
Impatiens		4 <del>inch</del> <sup>inch</sup>	\$2.00
Juniper		1 gallon	\$7.00
Ligustrum		3 gallon	\$10.00
Liriope		1 gallon	\$7.00
Marigolds		4 inch	\$2.00
Cypress Mulch Shredded (brown)		cubic yard	\$50.00
Pine Bark Nuggets (brown)		cubic yard	\$50.00
Eucalyptus Chips		cubic yard	\$50.00
Petunias		4 inch	\$2.00
Podocarpus		3 gallon	\$10.00
Poinsettia		1 gallon	\$7.00
Roses (cold hardy & disease resistant)	Knock Out	3 gallon	\$10.00
Roses (cold hardy & disease resistant)		3 gallon	\$10.00

**\*NOTES:**

1. All plant prices will include plant material, ground/soil preparation and amendment, and installation.
2. All plant prices will include a thirty (30) day replacement warranty should any plant fail to thrive.
3. Variety, size, cost and other recommended plant selections are to be inserted by Contractor during bidding process.
4. Proposed rates for ancillary services and plants will not be considered during bid evaluation but will be reviewed and subject to negotiation.
5. Negotiated rates remain effective for duration of Contract.

Exhibit "B"

PURCHASE ORDER  
PURCHASING AND CONTRACTS DIVISION  
SEMINOLE COUNTY GOVERNMENT  
1101 EAST 1ST STREET, ROOM 3208  
SANFORD, FL 32771-1468  
OFFICE (407) 665-7116  
FAX (407) 665-7956

03/22/05  
Page - 1  
Order Number 12501 000 OF

Shipped From:

Branch/Plant:  
Requestor:

Ship To:

# SAMPLE PURCHASE ORDER

Delivery: On an as needed basis

Ship prepaid add freight to invoice  
Division contact for the order is Déana Brown at 407.665.1003

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
1.000	0	Release Order A/B-3006-00/JVP		EA	.0000	3,900.00	00006714	OR
						140200,530520		

Release Order for uniform shirts and pants in accordance with terms and conditions of A/B-3006-00/JVP -  
Term Contract for Athletic Wear for a period ending 11/2005. Order to be placed on an as needed basis.

3,900.00 \*\*\* Total Order

Purchasing Agent:

  
COHEN, BETSY