

	<b>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</b> <b>PROCUREMENT DIVISION</b>	Effective Date: August 1, 2023
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**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

**AMENDMENT NO. 2**

**CONTRACT #Y21-1085-JF  
LANDSCAPE MAINTENANCE AT TURNBULL PARK**

By mutual agreement, the contract is changed as follows:

1. The term of the contract is hereby renewed from August 1, 2023 through July 31, 2024.

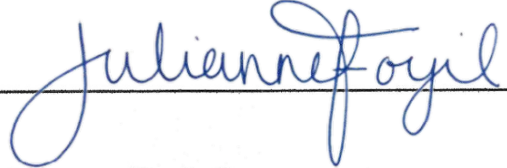
All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**INDUSTRIAL MOWING & MAINTENANCE  
LLC**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

By: 



Print Name: Billy Butterfield

Julianne Foyil, Buyer

Title: Manager

Procurement Division

Date: 4/26/23

Date: 4/27/23



**ORANGE COUNTY BOARD OF  
COUNTY COMMISSIONERS**  
PROCUREMENT DIVISION

Effective Date: August 1, 2022

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

**AMENDMENT NO.1**

**CONTRACT #Y21-1085-JF  
LANDSCAPE MAINTENANCE AT TURNBULL PARK**

By mutual agreement, the contract is changed as follows:

1. The contract is hereby renewed for the period of August 1, 2022 through July 31, 2023. In accordance with changes in the **Consumer Price Index** all unit prices are increased by 4%. Line item increases are as follow:

Line No.	Description	Current Contracted Rate	Increase Effective Rate
1	Exterior Landscape Services at Turnbull Park as specified herein	\$395/mo	\$410.80/mo

2. The total amount of the contract is increased \$4,740 annually to \$4,929.60 annually, for a total increase of \$189.60.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**INDUSTRIAL MOWING & MAINTENANCE  
LLC**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

By: 



Print Name: David Monroe

Maria Guevara-Hall, Buyer Supervisor

Title: Manager

Procurement Division

Date: 6-9-22

Date: 6/13/2022

## **Contract # Y21-1085-NH**

This Contract is made as of the **22nd** day of **June, 2021** by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Industrial Mowing & Maintenance L.L.C.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is **20-5877662**.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide **landscape maintenance** service in the area of **Turnbull Park**, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be **Michael B. Saldutti**, telephone no. (407) 836-254-9321, email: [Michael.Saldutti@ocfl.net](mailto:Michael.Saldutti@ocfl.net).

### **ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on August 1, 2021 and complete all services by July 31, 2022.

Reports and other deliverables shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of three (3) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed Four Thousand And Seven Hundred And Fourty Dollars (\$4,740). The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the user County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. All invoices must reference this contract number. Invoices will be paid in

accordance with the State of Florida Local Government Prompt Payment Act 218.

- C. **Final Invoice:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any further charges if not properly included on this final invoice are waived by the CONTRACTOR.
- D. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County CFS Fiscal and Operational Support  
Health & Family Services Building  
Attn: Fiscal Support  
Phone (407) 836-6255  
-OR-  
Email all invoices to: [cfsparks@ocfl.net](mailto:cfsparks@ocfl.net)

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Quote Response Form.

#### **ARTICLE 4 – DELIVERY/PERFORMANCE**

**A. PERFORMANCE**

**Timely performance is of the essence in the award of this Request for Quotations.** Performance shall be no later than **five (5)** calendar days from receipt of delivery order. Quotes which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Request for Quotations is completed.

The Contractor shall, within **two (2)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

**B. FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within two (2) days after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding five (5) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

#### **ARTICLE 5 - TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth- in- negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

#### **ARTICLE 6 - TERMINATION**

##### **A. Termination for Default:**

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of

Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

#### **ARTICLE 9 - INSURANCE REQUIREMENTS:**

CONTRACTOR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONTRACTOR under this contract. CONTRACTOR is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONTRACTOR shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via [www.flair.com/companysearch/](http://www.flair.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

- Commercial General Liability - The CONTRACTOR shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. CONTRACTOR further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply



separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured-CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery-CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number
- Business Automobile Liability - The CONTRACTOR shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the CONTRACTOR does not own automobiles the CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The CONTRACTOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (ONE hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONTRACTOR using an employee leasing company shall complete the Leased Employee Affidavit

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent (EXHIBIT D)

Additional Coverage:

- Pesticide Herbicide Application Liability- with a limit of not less than \$1, 000,000 per occurrence/claim
- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of CONTRACTOR most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CONTRACTOR agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONTRACTOR agrees to purchase the SERP with a minimum reporting period of not less than



two years. Purchase of the SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage.

By entering into this contract CONTRACTOR agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the CONTRACTOR shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONTRACTOR shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONTRACTOR shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONTRACTOR shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida  
Risk Management Division  
109 E. Church Street, Suite 200  
Orlando, Florida 32801

#### **ARTICLE 10 - INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

#### **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 13 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this Contract.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-

Contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-Contractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

#### **ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise,

agreement or representation other than as specifically provided for in this Agreement.

#### **ARTICLE 19 - ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods/services and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods/services for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

#### **ARTICLE 20 – EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

#### **ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 22 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred

in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

### **ARTICLE 23 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

### **ARTICLE 24 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

### **ARTICLE 26 - CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

**Failure to document a claim in this manner shall render the claim null and void. Moreover,**

**no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

**ARTICLE 27 - REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

**ARTICLE 28 - TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**ARTICLE 29 – VERIFICATION OF EMPLOYMENT STATUS**

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

**Only those employees determined eligible to work within the United States shall be employed under this contract.**

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor

shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

### **ARTICLE 30 – LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County ordinances shall apply to the Contract.

### **ARTICLE 31 – PRICE ESCALATION/DE-ESCALATION (CPI)**

The County may allow a price escalation provision within this award. The original contract prices shall be firm for the entirety of the initial one (1) year contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at one (1) year intervals thereafter, provided the CONTRACTOR notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period Less	232.945
CPI for base period Equals	229.815
index point change Divided	3.130
by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, CONTRACTOR shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum



allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the CONTRACTOR shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the CONTRACTOR fails to pass the decrease on to the County, the County reserves the right to place the CONTRACTOR in default, cancel the award, and remove the CONTRACTOR from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

### **ARTICLE 32 - PUBLIC RECORDS COMPLIANCE**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR agrees to comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to Orange County.
4. Upon completion of the contract, CONTRACTOR agrees to transfer at no cost to Orange County all public records in possession of the CONTRACTOR or keep and maintain public records required by Orange County to perform the service. If the CONTRACTOR transfers all public record to Orange County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A CONTRACTOR who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT:**

Procurement Public Records Liaison  
400 E. South Street, 2nd Floor, Orlando, FL 32801  
[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net), 407-836-5635

**ARTICLE 33 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Orange County Procurement Division  
Attention: NYSA M. HERNANDEZ  
Y21-1085-NH  
400 E. South St. Orlando,  
FL 32802-1393  
[Procurement@ocfl.net](mailto:Procurement@ocfl.net)

and if sent to the CONTRACTOR shall be mailed to:

Industrial Mowing & Maintenance L.L.C.  
P.O. Box 568762  
Orlando, FL 32856  
(407) 872-0855  
ameriscapes-  
landscape@att.net

**IN WITNESS WHEREOF**, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

Industrial Mowing & Maintenance L.L.C.  
Company Name


  
Signature

David Monroe  
Typed Name

Manager  
Title

6/28/21  
Date

BOARD OF COMMISSIONERS  
ORANGE COUNTY, FLORIDA:

  
Maria Guevara-Hall, CPPB,  
Buyer Supervisor, Procurement Division

7/14/2021  
Date

**Exhibit A**  
**SCOPE OF SERVICE**

**I. GENERAL PERFORMANCE REQUIREMENTS**

The Contractor shall be responsible for maintaining the landscape and keeping grounds clean, neat, and well-tended at County Parks Facilities. Plants and turf shall be green, healthy, and weed free. **All grounds shall be brought up to minimum standard within one (1) month of the contract award date.**

A Monthly Inspection Report shall be supplied to the Contractor. The Contractor shall complete and emailed the Monthly Inspection Report to the Performance Administrator (Park Site Supervisor or designee) by the fifth (5<sup>th</sup>) of the following month. Upon written notice of any deficiencies the Contractor shall provide response of the resolution within a **twenty-four (24) hour** period. A monthly walk through with Contractors Account Manager and the Performance Administrator (Site Supervisor or designee) hence forth defined as Performance Administrator, is mandatory in this Contract. The Site Performance Administrator shall document all service inspections and reports on the Quality Control Inspection Report which will be emailed to the Contractor, Program Manager, and Contract Administrator by the tenth (10<sup>th</sup>) of each month.

All communication shall be provided **in writing** and may be followed-up with a phone call. The lack of inspections by the County or any error or omission in these specifications shall not relieve the Contractor of its obligation to perform landscape management services in accordance with generally accepted industry standards. Work under this contract includes, but not limited to mowing, plant and tree pruning, litter/debris removal, edging, trimming, blowing of hardscapes, and may include as needed irrigation system maintenance, fertilization and pest control services. The Contractor shall provide all labor, materials, supplies equipment, tools, transportation, and pay related disposal fees and supervision to deliver all ground maintenance services as described herein on the entire premises at **Turnbull Park, 4941 Turnbull Drive, Orlando, Florida 32812.**

**II. OWNER'S DESIGNATED REPRESENTATIVE**

The owner's representative and **Contract Administrator** is **Mike Saldutti** at 407-254-9321 and/or site Performance Administrator (Site Supervisor or designee), **Josh Perry** at 407-254-9040. After contract award, questions regarding these specifications should be directed to Contract Administrator.

**III. HOURS OF PERFORMANCE**

- A.** Standard Hours: The standard working hours are Monday through Thursday 7:00 AM to 6:00 PM excluding Orange County Holidays.
- B.** Fridays from 7:00 AM to 6:00 PM will only be used as a make-up day in the event of severe weather with written approval from the Performance Administrator.
- C.** Non-Standard Hours: Non-standard working hours are Monday through Friday 6:00PM to 7:00 AM, weekends, and Orange County Holidays.

The Contractor shall make available a 7:00 AM to 6:00 PM contact person for

emergency and non-emergency service, including repairs to landscape or irrigation systems. Contractor shall provide contact information to the Performance Administrator.

- D. No work shall be performed on weekends.
- E. Holidays falling on service days require notice to the Performance Administrator to reschedule service as stated below:

Examples:

- If the Holiday falls on a Wednesday the Contractor may reschedule for Tuesday or Thursday.
- If the Holiday falls on Monday then the Contractor will reschedule for Tuesday
- If the Holiday falls on Friday then the contractor will reschedule for the day before on Thursday.

**F. Orange County Holidays:**

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day and the Friday after Thanksgiving Day
- Christmas Eve and Christmas Day

**IV. Coordination of Services:**

- A. The Contractor shall visit each property to inspect, maintain, and/or service the associated to each facility. The Contractor shall verify the size of the areas to be maintained in reference to this contract.
- B. The Contractor shall coordinate the performance of services with the Performance Administrator. All services shall be scheduled with the County's appropriate Performance Administrator.
- C. The County shall issue a Delivery Order (DO) for service. No service shall be rendered prior to receipt of the delivery order. The Contractor shall ensure that locations for scheduled services are listed on the delivery order prior to start of work.

**V. Contractor's Staffing and Reporting Requirements:**

- A. The Contractor shall identify a primary Account Manager that shall coordinate with the Performance Administrator regarding contract performance throughout the entire life of the contract. The Contractor shall provide a working cell and work phone number, fax number, and e-mail address for the primary contact. This person shall be reachable by phone at all times during standard business hours. The Contractor shall notify the Performance Administrator in writing at least forty-eight (48) hours prior to the replacement of the primary contact person.

- B.** The primary Account Manager shall be available to make decisions on the behalf of the Contractor including, but not limited to, changes in the service and schedule upon notification by the County.
- C.** The Contractor shall maintain sole responsibility for the actions of its employees and sub-contractors. New employees hired after contract award shall meet and follow the same requirement for the duration of the contract. All personnel shall conduct themselves in a business-like manner at all times. They shall be competent, experienced, courteous, properly dressed and skilled in lawn, plant and grounds maintenance. The Contract Administrator or the Performance Administrator shall inform the Contractor of any employees not meeting these standards and request immediate dismissal from the job site.
- D.** **There shall be no smoking on County property at any time.**
- E.** The Contractor's employees shall be used to perform the required services in this contract unless otherwise approved, in writing, by the Contract Administrator or the Performance Administrator. The Contractor shall not use employees of any temporary employment agency or casual/day laborer to supplement the contract work force on County Property at any time during the contract.
- F.** All maintenance personnel, including sub-contractors, shall identify themselves and **check-in** at the appropriate administrative office before beginning work along with **check-out** upon completion of work at all manned sites. For all un-manned sites (Pocket Parks) the Contractor's personnel shall notify by phone, etc. the Performance Administrator upon arrival at site and upon completion of service. They shall wear a company issued uniform. **The lead who shall remain onsite, shall communicate in English with Performance Administrator**
- G.** The following performance Monthly Vendor Service Report (MVSR) shall be provided by the Performance Administrator to the Contractor within five (5) days of the contract start date. The Contractor shall fill out the MVSR and submit via fax or email to the Performance Administrator by the **fifth (5<sup>th</sup>) day** of each month and include at the minimum observations of abnormal conditions identified herein and all maintenance performed.

Fertilization (if applicable):

- Dates of application
- Product Brand Name applied
- SDS Sheets
- Total amount of product applied and rates of application
- Areas Serviced (Turf, Beds, Shrubs...)

Pesticides (if applicable):

- Dates of application
- Product Brand Name applied
- Safety Data Sheet (SDS)
- Total amount of product applied and rates of application
- Areas Serviced (Turf, Beds, Shrubs...)
- Treatment was for (Ants, Weeds, Infestation...)

Irrigation Report (if applicable):

- Date of Inspection
- System testing performed
- System conditions observed
- Repairs performed
- Repair recommendations

- H.** The Performance Administrator shall document all service inspections and reports on the Quality Control Inspection Report which shall be emailed to the Contractor, Program Manager, and Contract Administrator by the tenth (10<sup>th</sup>) of each month.
- I.** The Contract Administrator or the Performance Administrator shall inform the Contractor of any employees not meeting these standards and request immediate dismissal from the job site.

**VI. Performance Based Requirements:**

- A.** All grounds shall, at all times meet the standards specified herein:
- Clean
  - Healthy
  - Well-tended
  - Weed free
- B.** The Contractor shall conform to all Federal, State, City, and Orange County standards, ordinances, codes, and regulations during the performance of the contract including but not limited to:
- Florida Department of Agriculture and Consumer Services (FDACS)
  - Pest Control Act, Chapter 482, Florida Statutes (F.S.)
  - Fertilizer Control Act, Chapter 482.1562, Florida Statutes (F.S.)
  - Fertilizer Ordinance Code Chapter 15 Article XVII, Orange County Code (O.C.)
  - Florida Department of Environmental Protection (FDEP)
  - United States Environmental Protection Agency (EPA)
  - Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry
  - Florida Nursery, Growers, and Landscape Association (FNGLA)
- C.** It is the responsibility of the Contractor to obtain the latest version of said ordinance documents. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.
- D.** Any person found not in compliance with any laws, statues, rules or regulations will not be allowed to the work site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.
- E.** All services required under this contract shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the series shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.

- F. The Performance Administrator, with advisement of the Contract Administrator, may request the Contractor to remove any employee (including supervisor and subcontractors) if it is determined that services are not being performed in accordance with the terms and conditions of this contract.
- G. The Contractor shall be required to attend any meetings requested by the Contract Administrator or Performance Administrator related to this contract.

## VII. INVOICING/PAYMENT REQUIREMENTS

- A. Upon delivery and acceptance of service, associated costs along with supporting documentation shall be submitted via properly executed invoice to the applicable Fiscal Department. The Contractor shall reference the contract number and the appropriate delivery order number on all invoices. Format of invoices shall align with delivery orders.

**At minimum, an invoice shall contain the following information:**

- Purchase/Delivery order number
  - Date of services
  - Labor hours shall be combined and rounded to the nearest thirty (30) minutes
  - Itemized list of materials or services rendered: Quantities, prices, (both unit price and total), terms and any other charges contained in the delivery or purchase order
  - Destination of delivery or service location
- B. State of Emergency Services and “as-needed” services/work shall be separate from this contract.
  - C. The County shall review invoices for required information. The County shall have the authority to reject an invoice based on improper invoice format.
  - D. Contractor shall not invoice the County for any services not accepted by the County and for any diagnostic errors on the part of the Contractor. Should the County receive such invoices, they shall be rejected.
  - E. Unless otherwise authorized by the corresponding department in-writing, delivery of invoices and back-up documentation via e-mail to [cfsparks@ocfl.net](mailto:cfsparks@ocfl.net) under this contract or mail all invoices to:

Community & Family Services-Parks Fiscal  
2100 East Michigan Street,  
Orlando, FL 32806  
(407) 836-6255

- F. The Contractor shall submit monthly statements of unpaid invoices to each department requesting services under this contract.

**At a minimum, the statement shall contain the following information:**

- Statement Date



- Invoice number
- Invoice date
- Invoice total or unpaid balance if different from invoice total
- Delivery order number corresponding to each invoice listed
- Balance carry forward
- Cumulative outstanding balance

Statements shall be sent to the corresponding fiscal department by the 5<sup>th</sup> of each month for service performed in the prior month and as requested by the County.

## VIII. SAFETY

- A. The Contractor shall provide and ensure that all personnel providing services under this contract are in compliance with applicable Federal, State, and local laws, standards, and health and safety requirements of the industry to include by not limited to:

- Occupational Safety & Health Act (OSHA)
- Nation Institute for Occupational Safety & Health (NIOSH)
- Orange County Safety & Health Manual.

The manual can be accessed online at:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

It is the responsibility of the Contractor to obtain the latest version of said ordinance documents. Any fines levied due to inadequacies of failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

The Contractor shall immediately report to the Performance Administrator the issues which may affect the safety of Orange County personnel or the public.

- B. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- C. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Contractor's Safety Plan shall be submitted to the Contract Administrator and Performance Administrator for review and approval within ten (10) business days following contract award. The Contract Administrator and Performance Administrator will review the Safety Plan and provide comments to the Contractor within five (5) business days following receipt of the safety plan. The Contractor shall finalize the Safety Plan within five (5) Business days following receipt of the comments.
- D. The Contractor shall provide and ensure the wearing of necessary Personal Protective Equipment (PPE) to include but not be limited to clothing, masks, eye protection, hearing protection, closed toe shoes, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- E. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon demand. Any equipment

deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the County's premises. **Safety features of equipment (shields, kill switches, etc.) shall be used at all times according to manufactures specifications.**

- F. Prior to performing service or maintenance on any faulty equipment on County property where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.
- G. The Contractor shall provide and maintain a chemical inventory list, as well as the applicable Safety Data Sheets (SDS). This list shall be submitted to the Performance Administrator two (2) days prior to application of all chemicals intended for use in the performance of this contract. All chemicals shall carry an EPA approval number.
- H. The Contractor and any sub-contractors shall take all necessary precautions for the safety of their employees and of the general public. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and passersby.

## IX. LANDSCAPING – GENERAL PERFORMANCE REQUIREMENTS

- A. The Contractor shall follow the current Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry.
- B. During the course of this contract the County reserves the right to add or delete sites/sections of the property at the County's discretion. The County will obtain a quote from the Contractor for any new areas/sites being added to the contract. The quote provided by the Contractor shall be compared to locations of similar size, scope, and complexity as locations on the bid response form. Quoted cost shall be justified against locations of similar size, scope, and complexity.
- C. All grounds shall, at all times, be clean, neat and apparently well-tended. **All grounds shall be brought up to minimum standard within one (1) month of the contract award date.** Plants and turf shall be green, healthy and weed free.
- D. All litter and debris shall be removed from park grounds to the water's edge of lakes and ponds, prior to and upon completion of mowing cycle. Litter and debris removal includes the pickup, removal, and disposal from the County Park of any obstacle such as wood, signs, tires, cans, tree limbs, fallen palm fronds, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove bags of trash, newspapers, food containers, and boxes, papers, which may be torn, ripped, scattered or further subdivided by the mowers, resulting in an objectionable appearance. **The cost of litter removal shall be included in the unit price quote for mowing.**
- E. Mowers shall be maintained to produce a clean cut and a uniform cut. Deficiencies shall immediately require a re-mow the same week. When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes or pedestrian areas. Contractor shall not clean, blow, or otherwise dispose of clippings or mower deck discharge into storm drains or retention ponds.
- F. All grass clippings that are not uniformly distributed, and/or detract from the appearance of the mowing operation, or threaten turf health shall be removed from

the job site by the Contractor, upon completion of the mowing operation each day. The Contractor should consult Performance Administrator at conclusion of service. The Contractor shall remove and dispose of all grass clippings from the pavement, fence lines, sidewalks, curbs and curb inlets located within the limits of the project. **The cost of grass clipping removal shall be included in the unit price quote for mowing.**

- G.** Contractor's Foreman/Crew Lead shall inspect all storm water gratings for grass clippings or debris blocking the proper function of the storm drain every service. If any blockage the Contractor shall remove it. Upon notice of any damage to storm water grates report immediately to the Performance Administrator via phone call or in person and follow up in writing.
- H.** Grounds shall be mowed or machine trimmed all the way to the water's edge of retention ponds, canals, and lakes edge.
- I.** Wet ground areas may be omitted from a mowing service to prevent turf damage occasionally upon written approval of the Performance Administrator.
- J.** At no time shall leaves, trash, clippings or other debris be allowed to accumulate.
- K.** All organic and inorganic trash, including grass clippings from mowing and edging, shall be blown or vacuumed from all sidewalks, entryways, steps, plazas and parking lots within two (2) hours of mowing or at same day of service.
- L.** If any plant or turf area dies or becomes weak or unsightly due to negligence or improper maintenance procedures on the part of the Contractor or any sub-contractor, based upon generally accepted landscape maintenance practices the Contractor shall bare the cost to replace such plant, sod or turf area. Replacement shall be completed within **two (2) weeks** from notification by the Contract Administrator.
- M.** The Contractor shall report immediately to the Performance Administrator in person **and** followed up in writing if any damage occurred on the irrigation system created by the Contractor. The Contractor shall make every effort to protect the irrigation system and all of its components against damage from its landscape equipment (i.e., mowers, wee eaters, edger's, etc.). The Contractor shall replace any broken irrigation heads, netifilm lines, bubblers, valve covers, or other components damaged by the Contractor's equipment at the Contractor's expense. All repairs shall be made within twenty-four (24) hours of notification from the Performance Administrator.

## **X. LANDSCAPE MINIMUM STANDARDS**

All pesticide, fertilizer, and herbicide applications shall be monitored by the Performance Administrator. The Performance Administrator shall be **notified two (2) days in advance, via email communications**, of applications. Performance Administrator shall be notified upon the Contractor's arrival and shall monitor mixing, spreading, spraying, and any other application performed. Spent packaging shall then be surrendered to the Performance Administrator for verification of application rates and products.

**A. Pest Control:**

Upon award, the Contractor shall manage all insect, weed and pest problems (as defined by Chapter 482, F.S.). In addition, any damage caused by pests during the implementation of the pest control program shall be immediately corrected by replacement with healthy turf or plants at the Contractor's expense.

Pest Control program shall include, at a minimum, the following:

- The Contractor shall inspect the entire property, including turf areas, shrubs, trees (including palms), and plants on a weekly basis for any pest infestation. All infestations, including disease, weeds, fire ants or other pests, shall be treated immediately upon discovery and notification by Performance Administrator or the Contractor. The County Performance Administrator must be informed of infestations discovered and treatments applied **via email within 24 hours** and included on the Monthly Vendor Inspection Report. All applications of pesticides shall be properly labeled by **placards**.
- Application must comply with manufacturer's recommendations. Every chemical substance used must be on the list of chemical substances or have been submitted for inclusion on such list, as compiled by the Environmental Protection Agency (EPA) pursuant to the Toxic Substances Control Act and in compliance with all Federal, State, and local pesticide laws and ordinances. Materials and application shall meet all Federal Health and Safety Laws currently in effect. Safety Data Sheets (SDS) must be submitted in writing two (2) days prior to contract start date or before the use of a new approved chemical intended for use on this contract. All chemicals used must carry an EPA approved number.
- Pest Control Services shall be performed according to Integrated Pest Management Strategies to control all insect, weed, and pest problems as defined by all sections under Chapter 482, Florida Statutes including proper licensure whether by the Contractor or a sub-contractor to be supplied with pre-bid package.
  - a. No mowing of ball fields shall be performed during or within two hours of rain or on wet areas of the fields.
  - b. Weed-eating or Edging both sides of fence lines shall be completed once every two (2) weeks March 1 through October 31 and once per month from November 1 through February 28. **Absolutely no chemical treatment of fence lines shall be used on any athletic turf field fences.**

**B. Bahia Turf Areas:**

- Mowing:
  - a. Mowing height for Bahia turf shall be a uniform cut at three (3) inches and shall not be permitted to grow to more than four (4) inches.
  - b. Turf shall be mowed once per week from (March 1) through October 31 and once every two (2) weeks from November 1 through February 28.

**C. Edging, Trimming, and Fence Lines:**

- Edging shall be performed at each mowing cycle around all paved areas, including, but not limited to, hardscapes such as around building's, curbs, sidewalks, parking lots, driveways, and streets to include asphalt, concrete, loose material roads, and etc., as well as around plant beds, trees, valve and utility boxes using a wheeled or stick edger. Care shall be taken to ensure that edger's do not damage any irrigation systems.
- Trimming shall be performed at every service around plants and trees shall be by appropriate mechanical means and/or by hand weeding. Care shall be taken to ensure that string trimmers or other mechanical means do not injure or damage plants, shrubs, trees, or irrigation systems.
- Maintain a clear turf path around the perimeter of the Orange County property line, easements, and designated wetlands, to include a clear ten (10) foot path between buildings, tree lines, wooded areas, vacant lots, and fence lines to maintain accessibility.
- Trimming around plants and trees shall be by appropriate chemical application. **No more than three (3) inches from the base of growth.**
- All fence lines shall be kept free of plant growth on both sides of fencing by trimming (weed-eating), edging, and/or herbicides may be used in this instance with a **maximum** three (3) inch kill radius off posts. The Contractor shall not spray under horizontal split rail fencing only the posts may be sprayed. The Performance Administrator has the right request either method or both to be used that best fits the sites maintenance program.
- Contractor shall clean clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging utilizing a hand blower, backpack blower, or blower attachment for utility cart. (Mowers do not take place of a blower.)

**D. Landscape Beds:**

- All planting beds, ground covers and mulched areas shall be maintained free of weeds, trash, fallen limbs and dead vegetation.
- All plants shall be maintained to a well-shaped appearance, according to each species' natural growth habit. Flowering shrubs shall be pruned in the proper season to allow fully flowering potential for the following flowering season. Grouped plantings shall be allowed to form masses appropriate to the species.
- Plants shall be routinely monitored for populations of damaging insects.
- A pre-emergence and post-emergence herbicide shall be applied in the landscape beds to prevent weed encroachment.

**E. Shrubs:**

- Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. Flowering shrubs shall not be pruned until after the bloom cycle. If a plant species blooms year round, then pruning shall be performed in the spring (March and April) after the first flush of blooms. All shrubs shall be maintained off sidewalks and buildings up to **twelve (12) feet high**.

**F. Trees:**

- Any major tree surgery or tree removal over a **three (3) inch diameter**, which becomes necessary through no fault of the Contractor, will be at the County's expense.
- The Contractor shall **maintain** all trees to a minimum clearance of **twelve (12) feet high from grade**. Sucker growth and dead material shall be removed from all trees and shrubs within a radius of – **twenty-five (25) feet**.
- All trees shall be **maintained** off sidewalks and buildings up to **twelve (12) feet high**.
- The Contractor shall conduct an annual full tree service for all trees except Crape Myrtle and Palm Trees. This will include lift all trees up to twelve (12) feet high, removal of all sucker growth, shaping and trimming trees less than twelve (12) feet tall. The Contractor shall complete this work between the months of January, February, and March. **DEADLINE to complete this service is March 31<sup>st</sup> before storm season starts**. The remaining nine (9) months out of the year the contractor shall maintain this height.

**G. Irrigation System Maintenance:**

**The Contractor shall report immediately to the Performance Administrator on site via phone call or in person if any damaged occurred from Contractor to be followed up in writing. The Contractor shall make every effort to protect the irrigation system and all of its components against damage from its landscape (i.e. mowers, weed eaters, edger's, etc.). The Contractor shall replace any broken components damaged by the Contractor's equipment, at the Contractor's expense. All repairs shall be made within (24) hours of notification form the County's Performance Administrator.**

**H. Maintaining Lake Fronts, Dry/Wet Retention Ponds, Drainage Ditches, Swales and Canals:**

- Where there are a series of lake fronts, wet retention ponds, drainage ditches, swales and canals shall be maintained at a height of three to four (3 to 4) inches to the water's edge. The Contractor shall cut vegetation from the crest of the bank using a slope mower or string trimmer on the upper one (1) foot of all dry/wet retention ponds, drainage ditches, swales and canals banks all the way to the water's edge. Care shall be given not to scalp vegetation along so as to maintain the structural integrity of the banks. Care shall be taken so no cut vegetation enters the retention ponds.

- Dry retention ponds shall be maintained by mowing/weed-eating at every mowing cycle.
- All concrete and rock beds shall be maintained free of weeds, grass, trash, fallen limbs and dead vegetation.

**I. Appendix:**

- Site Boundary Map



**Exhibit B**  
**FEE SCHEDULE**  
**Y21-1085-NH**

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Fee Schedule Form, inclusive of overhead, profit and any other costs.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b><u>ANNUAL QUANTITY</u></b>		<b><u>UNIT PRICE</u></b>	<b><u>TOTAL QUOTE</u></b>
1	Exterior Landscape Services at Turnbull Park as specified herein	12	X	\$395 / mo	\$4,740
<b>TOTAL ESTIMATED ANNUAL OFFER FOB DESTINATION</b>					<b>\$4,740</b>

Industrial Mowing & Maintenance L.L.C.


Company Name

- Performance shall be not later than five (5) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Quoter represents that the following **principals** are authorized to sign quotes, negotiate and/or sign contracts and related documents to which the quoter will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
David Monroe	Manager	407-872-0855 ameriscapes-landscape@att.net
Billy Butterfield	Manager	407-872-0855 ameriscapes-landscape@att.net

  
 \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date) 6/28/21

\_\_\_\_\_  
 (Title) Manager

\_\_\_\_\_  
 (Name of Business) Industrial Mowing & Maintenance, LLC.

The Quoter shall complete and submit the following information with the quote:

**Type of Organization**

Sole Proprietorship       Partnership       Non-Profit  
 Joint Venture\*       LLC. Corporation

State of Incorporation: Florida

Principal Place of Business (Florida Statute Chapter 607): Orlando/Orange/Florida  
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE QUOTER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

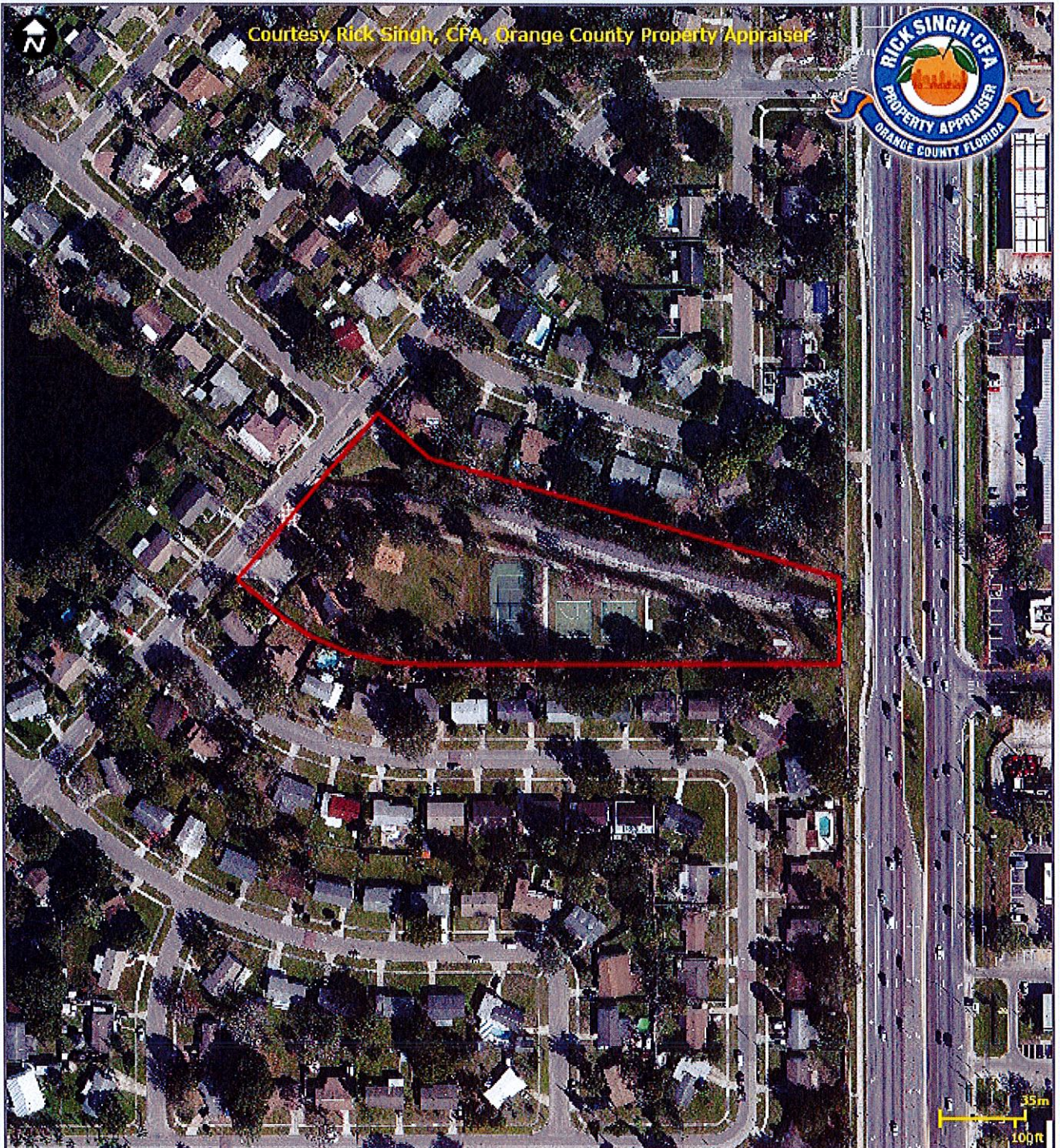
Federal I.D. number is: 20-5877662

\* *Joint venture firms must complete and submit with their Quote Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Quote Response*



# Parcel Report for 16-23-30-1637-07-370

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 4/24/2017

This map is for reference only and is not a survey.

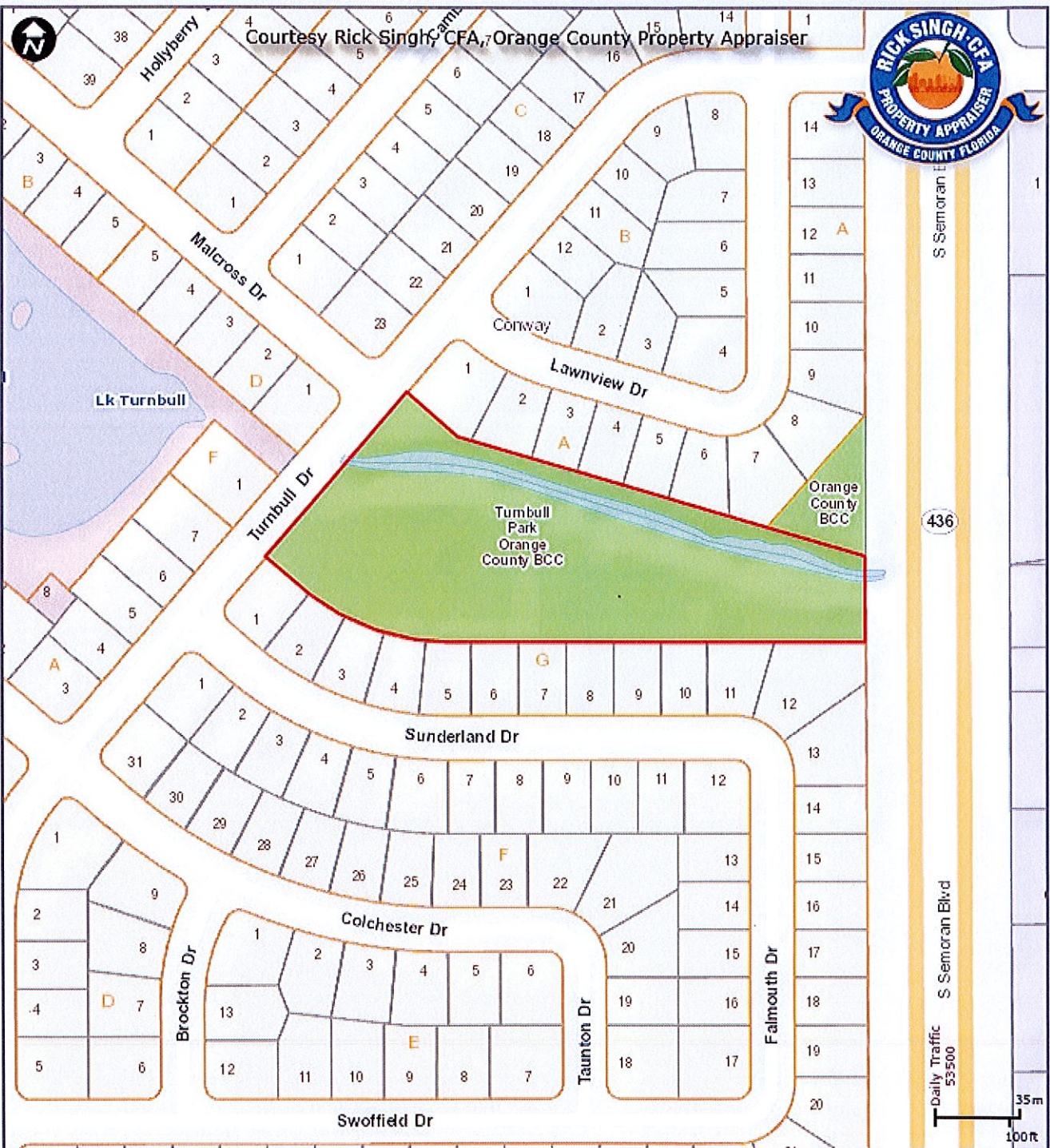
## OCPA Web Map

Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Parks	Hospital



# Parcel Report for 16-23-30-1637-07-370

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 4/24/2017

This map is for reference only and is not a survey.

OCA Web Map			Legend			
	Major Roads					
	Public Roads					
	Gate Roads					
	Road Under Construction					

**Info**

RECORD_CARD	2016 Property Record Card	NBHD CODE	240322130
PARCEL ID	16-23-30-1637-07-370	FEAT CODE	
STREET ADDRESS	4941 TURNBULL DR	NC FLAG	0
NAME (1)	ORANGE COUNTY BCC	CONDO FLAG	
MAILING ADDRESS	C/O REAL ESTATE MNGT DEPT	ST PLANE X-COORD	556029.62
ADDRESS 2	PO BOX 1393	ST PLANE Y-COORD	1508519.15
CITY	ORLANDO	ACREAGE	3.836
STATE	FL	ACRE CODE	Generated
ZIPCODE	32802	LOT AREA (SQFT)	167115.97
CITY CODE	ORG	PARCEL	302316163707370
MILLAGE CODE	11	PARENT ID	
PROPERTY USE CODE	8286		

**Values**

LAND (MKT) VALUE	working...	PREVIOUS YEAR ASSESSED VALUE	\$58,500
BUILDING VALUE	working...	PREVIOUS YEAR MARKET (JUST)	\$58,500
EXTRA FEATURE VALUE	working...	PREVIOUS YEAR TAXABLE VALUE	\$0
MARKET (JUST) VALUE	working...	MARKET (JUST) VALUE CHANGE PCT	0.91%
ASSESSED VALUE	working...		

**Land**

Land Line Order #	1	MKT Value	\$18,396
Land ID	2655466	Unit Price	\$4,893
Land Dorcode	8286	Unit Code	AC
Zoning	R-1	Land Qty	3.76