

**TERM CONTRACT FOR CEDAR RIDGE LANDSCAPING  
AND GROUNDS MAINTENANCE SERVICES  
(IFB-602126-14/TLR)**

**THIS AGREEMENT** is made and entered into this 6<sup>th</sup> day of December, 2014, by and between **PREMIER LAWN MAINTENANCE**, duly authorized to conduct business in the State of Florida, whose address is 1026 Savage Court, Longwood, Florida 32750, hereinafter referred to as "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 referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide landscaping and grounds maintenance services for the Cedar Ridge MSBU 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, qualified 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 Release Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**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 Release 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 Release 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 Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit C. Each Release Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Release 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 Release Orders or that CONTRACTOR will perform any Release 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 Release Orders as may be issued hereunder, within the time specified therein.

**Section 5. Compensation.** COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued for a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR shall be compensated at the rates as shown on Exhibit B, "Price Schedule".

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release 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 Release 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, Release 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:

Seminole County Leisure Services Department  
100 East First Street  
Sanford, Florida 32771

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

**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 at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in 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 Release 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, 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 Release Order in Conflict.** Whenever the terms of this Agreement conflict with any Release 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 insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers

and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. 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 before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as 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. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(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's 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 Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" 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; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it 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 this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Release Orders issued

under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. 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 Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

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

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) 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 or any 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 times (3x) 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:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

**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 3.5540, "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 CONTRACTOR 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.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
- (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

**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. Patents and Royalties.** Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to

CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 28. 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:**

Seminole County Leisure Services Department  
100 East First Street  
Sanford, Florida 32771

**For CONTRACTOR:**

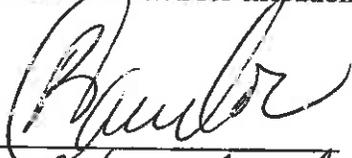
Premier Lawn Maintenance  
1026 Savage Court  
Longwood, Florida 32750

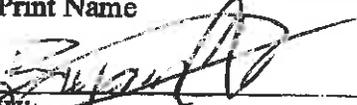
**Section 29. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

*[Signature page follows]*

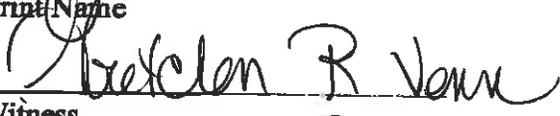
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on

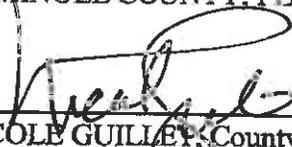
the date below written for execution by COUNTY

  
Witness  
Rebecca Amador  
Print Name

  
Witness  
Bryan Amador  
Print Name

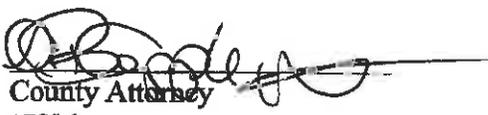
PREMIER LAWN MAINTENANCE  
  
By: ADDIEL AMADOR, President  
Date: 12/10/14

  
Witness  
Irani Bruce  
Print Name  
  
Witness  
Gretchen R Vann  
Print Name

SEMINOLE COUNTY, FLORIDA  
  
By: NICOLE GUILLETTE, County Manager  
Date: 12/16/14

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

  
County Attorney

AEC/tpk  
10/1/14 11/24/14  
P:\Users\Legal Secretary CSB\Purchasing 2014\IFB-602126.doc

- Attachments:  
Exhibit A – Scope of Services  
Exhibit B – Price Schedule  
Exhibit C – Sample Release Order

## Part 1

### CEDAR RIDGE INTRODUCTION

The Cedar Ridge subdivision is located at the northwest corner of the intersection of Howell Branch Road and Dike Road in Winter Park, Florida. An assessment district [AKA: Municipal Services Benefit Unit (MSBU)] to provide funding for landscaping and grounds maintenance of common areas was established on behalf of the owners of residential property within Cedar Ridge by the Seminole County Board of County Commissioners by Ordinance No. 97-20 in 1997. The services provide through the Cedar Ridge MSBU are coordinated through a partnership between the Seminole County MSBU Program and the Leisure Services Department.

The specific areas of grounds maintenance are described below and are depicted geographically in Exhibit A:

- **Area A** - The west side of the subdivision entrance at Howell Branch Road and Westdale Avenue consisting of annuals, ornamentals and turf;
- **Area B** - The northwest corner of the Howell Branch and Dike Road intersection consisting of palm trees, annuals, ornamentals and turf;
- **Areas C & D** - The subdivision entrance at Dike Road and Glenshire Way consisting of annuals, ornamentals, trees and turf;
- **Area 1E, 1W** - The area along the entire length of the subdivision wall parallel to Howell Branch Road, both east and west of the subdivision entrance, extending from the wall to the roadway consisting of ornamentals and turf;
- **Area 2A** - The west side of Westdale Avenue from the corner of Howell Branch Road to the end to the retention pond enclosure, extending from the wall to the roadway consisting of ornamentals and turf;
- **Area 2B** - The area immediately behind the wall consisting of trees greater than 12 feet in height;
- **Area 2C** - The east side of the entrance between the sidewalk and the roadway consisting of turf;
- **Area 3N & 3S** - The entire length of the subdivision wall area along Dike Road, both north and south of the Glenshire Way entrance consisting of ornamentals and turf;
- **Area 4 & 4A** - The fencing/easements area by the retention pond and pumping station on Bentwood Drive consisting of ornamentals and turf; and
- **Irrigation System I1-I6** - Consists of all locations and components associated with the complete irrigation system providing water to Cedar Ridge grounds.

The **Scope of Services** The Contractor shall provide all necessary management, supervision, personnel, labor, materials, transportation, general and specialized tools and equipment to identifies specific landscaping and grounds maintenance services to be performed at each of the above locations; inclusive of services such as mowing, edging, blowing, ornamental trimming, irrigation system inspections and minor maintenance/repair, mulching, fertilization, weed control, pest control, scheduled replacement of annuals, seasonal tree trimming and palm frond removal, grounds evaluation, and minor non-electrical maintenance associated with lighting equipment. The **Scope of Services** also includes scheduling and invoicing requirements.

The CONTRACTOR to whom this contract is awarded is expected to maintain optimal appearance of the common grounds and landscaped areas at all times. CONTRACTOR shall be attentive and timely with all scheduled activities. CONTRACTOR will be consulted for landscaping and landscape design recommendations and will be asked to provide price quotes and project coordination for landscape

changes at site. CONTRACTOR will serve as the primary source for acquisition of new landscaping plants and components for the Cedar Ridge common areas.

## SCOPE OF SERVICES – CEDAR RIDGE

### A. Turf

1. Mowing - CONTRACTOR will mow turf areas once a week March 1 through October 31. For the months November through February, mowing will be done as often as needed, but not less than twice per month, to keep grass from growing more than one inch above cutting height. Total mowing will be approximately 45 mowings per year. Mowing height shall be no less than three inches or more than four inches, as measured on flat, paved surface. In any case, no more than 1/3 of the leaf blades shall be removed at any single mowing. Clippings may be left on the lawn provided no visible clumps remain on the grass 24 hours after mowing. Otherwise, the CONTRACTOR will collect and dispose of clippings. CONTRACTOR will monitor blade sharpness of mower to achieve a clean cutting of turf. Areas not accessible to mowing machinery shall be hand clipped.
2. Edging - CONTRACTOR will edge along all sidewalks, roadways and parking lots (if applicable) with every mowing. All areas around planting beds and trees shall be edged with every other mowing. Grass growing in concrete will be sprayed with herbicides and removed when it has declined. To avoid damage, "weed eaters" will not be used to trim around trees, shrubs or ground covers.
3. Blowing - CONTRACTOR will remove all grass clippings, leaves, and landscaping debris from paved surfaces and sidewalks and deposit on turf. If excessive, resulting piles will be raked, removed and disposed of by CONTRACTOR.
4. Power Equipment and Personal Protective Equipment (PPE) – All power equipment shall comply with ANSI B71 safety specifications from the Outdoor Power Equipment Institute as per: <http://webstore.ansi.org/FindStandards.aspx?SearchString=b71+safety&SearchOption=1&PageNum=0> All equipment and personal protective equipment (PPE) must meet OSHA requirements: [http://www.osha.gov/pls/oshaweb/searchresults.category?p\\_text=power%20equipment&p\\_title=&p\\_status=CURRE](http://www.osha.gov/pls/oshaweb/searchresults.category?p_text=power%20equipment&p_title=&p_status=CURRE)  
NT

### B. Ornamental (annuals, ground cover, shrubs, vines and trees less than 12 ft.)

1. Trimming - CONTRACTOR shall follow all established trimming and pruning guidelines as per [http://www.na.fs.fed.us/spfo/pubs/howtos/ht\\_prune/prun001.htm](http://www.na.fs.fed.us/spfo/pubs/howtos/ht_prune/prun001.htm) (Forest Service of the United States Department of Agriculture). CONTRACTOR shall remove and dispose of all plant clippings and debris. CONTRACTOR will trim and/or prune ornamentals at least once per month to accomplish one or more of the following:
  - Maintain size and shape promoting natural growth pattern except where a formal appearance is preferred by community liaisons.
  - Removal of damaged branches, including dead fronds and seed stalks on any palms.
  - Promotion of fruiting or flowering (no pruning if plant is in flower or under stress).
  - Trim ornamental vines on subdivision wall at Howell Branch Rd./Westdale Ave. entrance; remove invasive vines from walls, signage, lights, trees and ornamental bushes and beds.

**Note:** Due to the potential for disease, the East Palatka Holly trees along Howell Branch Road are not to be trimmed to uniform shape. Trimming is restricted to dead and/or obstructive growth.

2. Annuals - CONTRACTOR will install 325 four inch (4") annuals in April, July and November each year. (See Exhibit "B"). Annuals will be allocated appropriately between the entrance on Dike Road, the entrance on Howell Branch Road, and at the intersection of Howell Branch and Dike Roads. CONTRACTOR will arrange and monitor irrigation requirements for annuals. The variety of annuals to be planted will be discussed and coordinated with the COUNTY in advance of ordering. Should annuals fail to thrive for a minimum of thirty (30) days following planting, CONTRACTOR will replace annuals at no charge to the COUNTY.
3. Mulch - CONTRACTOR will add a minimum of 20 yards of mulch to existing areas two times per year. Recommendations for scheduling, placement and type of mulch (see Exhibit "F" for approved mulch types) are to be discussed in advance and coordinated with the COUNTY. Mulch thickness shall be maintained at approximately two (2) inches. Existing mulch shall be removed or aerated with a pitch fork before installation of new mulch to reduce compaction. Mulch shall be placed 3 to 4 inches from the base of trees to avoid rot.

### C. Trees Greater than 12 Feet in Height

1. Seasonal Inspection - CONTRACTOR will inspect trees and shrubs over 12 feet in height twice annually - winter by March 15 and summer by September 15. Inspection includes limbs or branches obscuring or brushing against signs, wall or street and landscape lights. Promotion of fruiting or flowering (no pruning if plant is in flower or under stress).
2. Notification - Before pruning, CONTRACTOR is to notify the COUNTY of pruning recommendations.
3. Service parameters - Canopy of trees at Howell Branch Road entrance and along the west side of Westdale Avenue shall be maintained and trimmed to allow for street light illumination along sidewalks and roadways. CONTRACTOR will provide removal and disposal of damaged branches, including dead fronds and seed stalks on any palms. Trimming will be provided to promote fruiting or flowering. Pruning will be delayed if plant is in flower or under stress. CONTRACTOR will follow current recommended arboriculture practices for pruning as per Forest Service of the USDA:

[http://www.na.fs.fed.us/spfo/pubs/howtos/ht\\_prune/prun001.htm](http://www.na.fs.fed.us/spfo/pubs/howtos/ht_prune/prun001.htm)

**Note:** Due to the deteriorating condition of the private wall located parallel to Dike Road, tree and shrub trimming requested of CONTRACTOR in this vicinity is restricted to trimming that can be accomplished without damage or potential damage to the wall structure.

### D. Irrigation System

1. Responsibility - The CONTRACTOR will be responsible for any damages by CONTRACTOR to the irrigation system. Such damages will be repaired by CONTRACTOR without charge to the COUNTY. CONTRACTOR will ensure irrigation schedule complies with all current water management and governmental water restrictions. The CONTRACTOR will be responsible for immediate reporting to the COUNTY any deficiencies, damage, vandalism, required adjustments and repairs to any and all components of the irrigation system.
2. Weekly Services - The CONTRACTOR will visually check the system weekly for dry turf areas (turf and ornamentals) or damage due to vandalism. The CONTRACTOR will physically check irrigation system and irrigation pump schedule, clean out around heads, and make minor repair

or adjustments on a weekly service basis. CONTRACTOR will monitor and maintain rain sensors for proper functioning. CONTRACTOR will provide a monthly summary (Exhibit D) of irrigation system checks to the COUNTY with noted conditions at time of inspection and corrective measures taken or recommended.

3. Monthly Service – CONTRACTOR will conduct a wet check at least once per month.
4. Minor Repairs - CONTRACTOR will make minor repairs as required up to \$50.00 with replacements being of same type/quality of irrigation equipment being replaced and will provide prompt report of any deficiencies to the COUNTY. The COUNTY will contract separately for more extensive irrigation repairs or replacement needs. A summary of all locations of the repaired/replaced components and description of said components shall be included with submission of invoices (see Exhibit "D"). Charges for irrigation repairs above \$50.00 shall be at time and material with labor cost not to exceed contracted per hour rate (Exhibit G).
5. Reporting - Should any components of the irrigation system be deemed deficient in any way and that component is excluded from the responsibility of the CONTRACTOR as noted in this Contract and/or any of its Exhibits and/or Addendums, CONTRACTOR shall be responsible for immediately reporting such excluded component's deficiency to the COUNTY for the purpose of obtaining independent contracting for remediation.

#### **E. Fertilization**

1. Inspection - The CONTRACTOR will visually inspect for signs of disease or nutrient deficiency on a weekly service basis. Upon diagnosis of problem, method of control must be identified and implemented by CONTRACTOR. To reduce competition to trees for nutrients by lawn, shrubs or ground cover, a plant-free circle (4 feet diameter) shall be maintained when feasible.
2. Schedule - CONTRACTOR will provide fertilization per the schedule noted in Exhibit B. Turf areas are to be fertilized four times per year [February, April, June and October]. Ornamentals are to be fertilized three times per year (February, May and October). Roses are to be fertilized monthly or as needed. CONTRACTOR shall advise COUNTY of types of fertilizers used if different from fertilization schedule. Slow or controlled release form of fertilizer shall be used. Excess fertilizer shall be swept from curbs, sidewalks, etc. onto turf areas.
3. Miscellaneous - In the event of "streaking", CONTRACTOR shall reapply additional fertilizer at no additional cost. Should additional fertilizer or soil amendments be required beyond the fertilization schedule (not including "streaking" remediation), CONTRACTOR shall do so on a time (see Exhibit "F") plus materials basis only with prior approval and authorization by the COUNTY. CONTRACTOR shall treat plants showing nutrient deficiencies with supplemental applications of the specific lacking nutrient(s) per the University of Florida Cooperative Extension recommendations (<http://edis.ifas.ufl.edu/EP114>).
4. Records - CONTRACTOR shall maintain a comprehensive set of Material Safety Data Sheets (MSDS) for all supplies and chemicals used in performance of fertilization. Upon request, copies of the MSDS and/or product labels for each supply and chemical shall be furnished to COUNTY.

#### **F. Weeds**

1. Inspection - On a weekly service basis, the CONTRACTOR will inspect the turf and ornamental grounds for weeds. The CONTRACTOR will chemically control weeds through the use of pre- and post-emergent herbicides where possible. In locations or situations where chemical treatment is not feasible, the CONTRACTOR will physically remove weeds. Maintaining a sufficient layer of mulch (maintained at approximately two [2] inches) or other weed control barrier is required to be implemented by CONTRACTOR.

2. Records - CONTRACTOR shall maintain a comprehensive set of Material Safety Data Sheets (MSDS) for all supplies and chemicals used in performance of weed control. Upon request, copies of the MSDS and/or product labels for each supply and chemical shall be furnished to the COUNTY.

### G. Pest Control

1. Inspection - The CONTRACTOR will visually inspect ornamentals, turf and annuals for signs of insect infestation on a weekly service basis. Upon diagnosis of problem, method of control must be identified and implemented by CONTRACTOR. CONTRACTOR shall possess a Limited State Certification for pesticide application. CONTRACTOR will discuss diagnosis with COUNTY in advance of any treatment and supply the COUNTY with a list of treatments applied.
2. Schedule - The CONTRACTOR will provide pest control services per the schedule noted in Exhibit B.
3. Records - CONTRACTOR shall maintain a comprehensive set of Material Safety Data Sheets (MSDS) for all supplies and chemicals used in performance of pest control. Upon request, copies of the MSDS and/or product labels for each supply and chemical shall be furnished to the COUNTY.

### H. Grounds Maintenance

1. Debris Removal - Litter and other non-landscape debris removal is a weekly service. CONTRACTOR will pick up and remove all litter (such as newspaper, cans, bottles, discarded items, trash, signs, etc.) from landscape, turf, and entrance areas within boundaries of contracted service area with each scheduled mowing *before* mowing. Should CONTRACTOR note any vandalism, theft, hazard or damage, it shall be brought to the attention of the COUNTY.
2. Lighting Inspection - Lighting Check is a weekly service. CONTRACTOR will inspect lighting of landscape and entrance/signage with each scheduled mowing. CONTRACTOR will complete minor repairs (such as bulb or globe replacement) up to \$25.00 and will provide prompt report of any deficiencies to the COUNTY. The COUNTY will contract separately for more extensive electrical repairs or replacement needs. A summary of all locations of the repaired/replaced components and description of said components shall be included with submission of invoices (Exhibit D).

### I. Scheduling for Weekly Services

A weekly service day of either Friday or Thursday is expected unless otherwise negotiated with the COUNTY at the end of each quarter of the service year. Weather permitting, all weekly services will be conducted on the same day each week. If service cannot be provided on the expected date of service, alternative arrangements must be discussed with and agreed upon by the COUNTY to ensure payment for the service. If weather conditions prohibit providing service in a quality manner on the normally scheduled day (Friday or Thursday), the pending service is expected to be provided on the first weekday on which weather conditions have returned to acceptable conditions. The expectation is for weekly services to be provided in conjunction with scheduled mowing services with a minimum number of 45 weekly services. In the event that a weekly service (other than mowing) is necessitated during a week without scheduled mowing, the CONTRACTOR will be expected to conduct the weekly service with no additional cost to the COUNTY.

**J. Landscape Replacement**

- Any declining or dead plant(s) shall be brought to the COUNTY's attention.
- a. If decline is due to CONTRACTOR's negligence or carelessness as determined by the COUNTY, the CONTRACTOR shall be responsible for replacement of plant. Replacements will be Florida Grade 1 or better and approved/authorized by the COUNTY.
  - b. If decline is within thirty (30) days of installation by CONTRACTOR, CONTRACTOR shall be responsible for replacement of plant. Replacements will be Florida Grade 1 or better and approved/authorized by the COUNTY.
  - c. If decline is due to natural attrition as determined by the COUNTY, the CONTRACTOR will coordinate replacement with the COUNTY according to the pricing in Exhibit G.

**K. Site Inspections & Reporting**

1. Summary Evaluation of Service Area - A quarterly evaluation (March, June, September and December) of turf and ornamentals must be performed by CONTRACTOR with a summary presented to the COUNTY. Summary may be in writing or conducted in person. The summary will include review of service concerns, condition of ornamentals, turf, and entrance areas, with general recommendations for ensuring landscaping results are consistent with maintaining optimal conditions. If requested by the COUNTY, a walk-through evaluation will be provided quarterly (March, June, September and December).
2. Annual Audit - At the discretion of the COUNTY, an annual audit may be scheduled. If so scheduled, CONTRACTOR agrees to comply with the audit and attend any necessary meeting(s) to be scheduled at a mutually convenient time and place.

**L. Invoicing and Request for Payment**

1. Payment Request: Invoices shall be submitted in a timely manner after completion of work.
2. Invoice: Each invoice submitted by CONTRACTOR to the COUNTY shall have the required invoice attachment sheet ("Service Summary" check-off sheet) included with the invoice (see Exhibit C). Dates of completed service shall be clearly marked. If approved by the COUNTY, vendor may provide alternative invoice format.
3. Attachments: A required summary and detail of irrigation reviews and description of any repairs completed is also to be included with the invoice. (Exhibit D).

# **Scope of Services – Cedar Ridge**

## **Exhibits**

- A. Service Areas
- B. Schedules
- C. Invoice Attachment 1
- D. Invoice Attachment 2
- E. Definitions

**EXHIBIT A: CEDAR RIDGE MSBU - SERVICE AREAS**

**PRIMARY AREAS**

 **Annuals, Ornamentals, Turf & Trees**

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

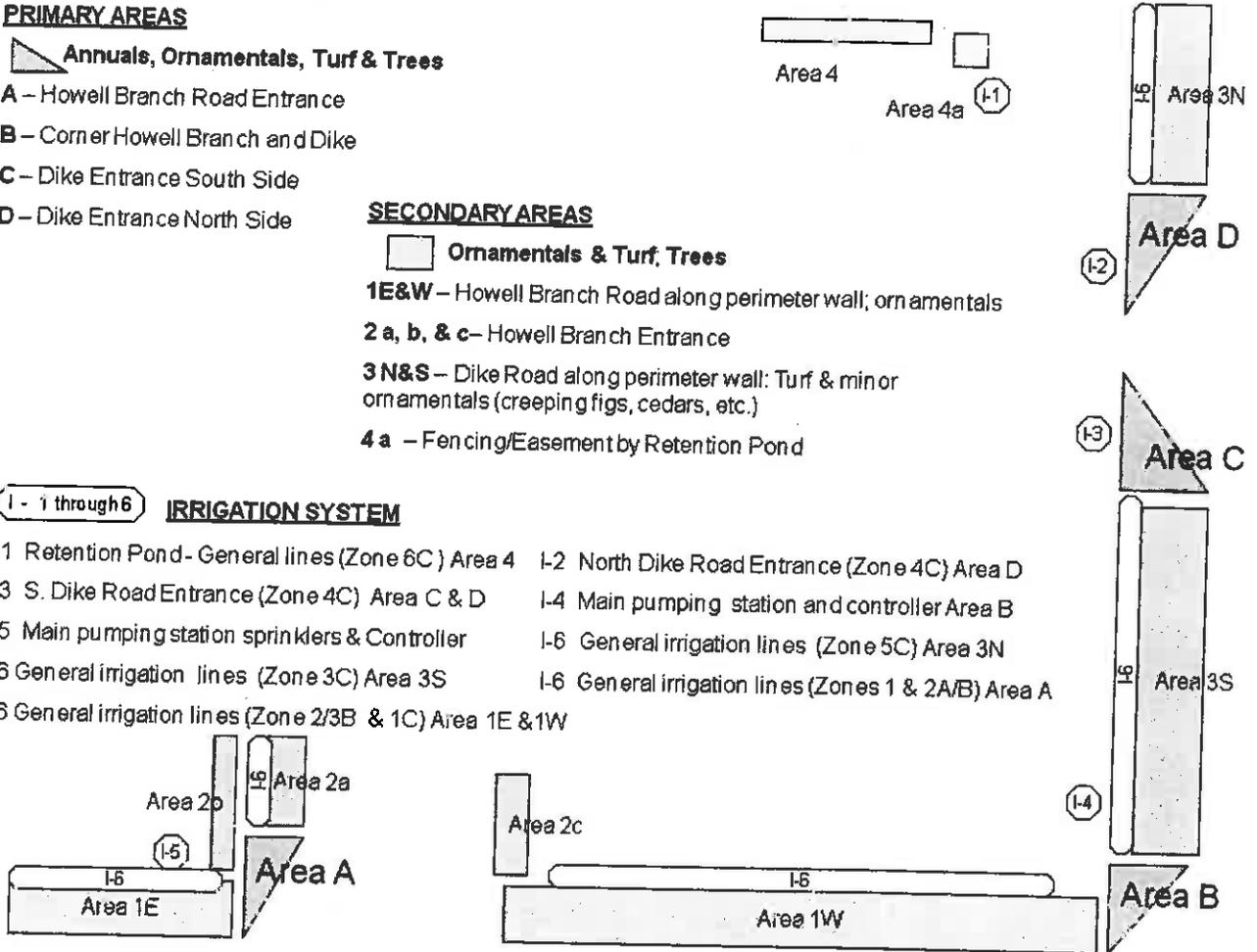
**SECONDARY AREAS**

 **Ornamentals & Turf, Trees**

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

**I - 1 through 6 IRRIGATION SYSTEM**

- I-1 Retention Pond- General lines (Zone 6C) Area 4
- I-2 North Dike Road Entrance (Zone 4C) Area D
- I-3 S. Dike Road Entrance (Zone 4C) Area C & D
- I-4 Main pumping station and controller Area B
- I-5 Main pumping station sprinklers & Controller
- I-6 General irrigation lines (Zone 5C) Area 3N
- I-6 General irrigation lines (Zone 3C) Area 3S
- I-6 General irrigation lines (Zones 1 & 2A/B) Area A
- I-6 General irrigation lines (Zone 2/3B & 1C) Area 1E & 1W



**EXHIBIT B: SCHEDULE FOR FERTILIZATION & HERBICIDE AND ANNUAL PLANTINGS****Ornamentals and Roses Fertilization**Roses - Monthly or as required

Fertilize with 14 -14 -14 with micronutrients; 1# per 100 - square feet. (Sulfur coated urea N; Sulfur coated ammonitic N) Slow release or other appropriate fertilizer specifically for roses

All Other Ornamentals - May/February/October:

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

**Turf Fertilization and Herbicide Treatment**February:

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

April:

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

June:

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

October:

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

**Annual Plantings**

ITEM	DETAIL OF ANNUALS TO BE PLANTED
1	By April 1, 325 annuals shall be replaced in annual beds (Areas A, B, C and D on Exhibit "A") with annuals of a variety to be approved by MSBU and liaisons.
2	By July 15, 325 annuals shall be replaced in annual beds (Areas A, B, C and D on Exhibit "A") with annuals of a variety to be approved by MSBU and liaisons.
3	By the Monday of the week of Thanksgiving, 325 annuals shall be replaced by red and white petunias (Areas A, B, C and D on Exhibit "A"). Additional holiday plants may be requested by liaisons at additional cost per Exhibit "D".

**EXHIBIT C: INVOICE ATTACHMENT 1 - SERVICE SUMMARY SHEET**

ITEM	SERVICE	FREQUENCY	DATE(S) PERFORMED
A1	Mowing (minimum 45 visits/yr)	WEEKLY SERVICE (except NOV - FEB)	
A2	Edging (minimum 45 visits/yr)	WEEKLY SERVICE (except NOV - FEB)	
A3	Blowing/Debris Removal (minimum 45 visits/yr)	WEEKLY SERVICE (except NOV - FEB)	
B1	Trimming/Pruning Ornamentals	MONTHLY	
B3	Annuals - include quantity	SCHEDULED 325 each APR, JULY & NOV	
B4	Mulch - include volume (cubic yards)	SCHEDULED 20 CY MAY & 20 CY SEPT	
C	Trimming/Pruning Trees >12 Ft.	SCHEDULED MAR AND SEPT	
D1,2,4	Irrigation Check & minor repairs up to \$350/yr at no addl. Charge (minimum 45 visits/yr)	WEEKLY SERVICE (except NOV - FEB)	
D3	Irrigation - Wet Check	MONTHLY	
E1	Inspection of Vegetation - nutrients, condition, disease, etc	WEEKLY SERVICE (except NOV - FEB)	
E2	Fertilization - Turf areas	SCHEDULED FEB, APR, JUNE, OCT	
E2	Fertilization - Roses	MONTHLY	
E2	Fertilization - Ornamentals	SCHEDULED FEB, MAY, OCT	
F1	Weed Control (minimum 45 visits/yr)	WEEKLY SERVICE (except Nov. -Feb.)	
G1	Inspect/Treat turf & ornamentals for insect problems (minimum 45 visits/yr)	WEEKLY (except NOV - FEB)	
H1	General Litter & Debris Pick-up (minimum 45 visits/yr)	WEEKLY SERVICE (except NOV - FEB)	
H2	Check landscape lighting (minimum 45 visits/yr; repairs up to \$150.00/yr - no addl. charge)	WEEKLY SERVICE (except NOV - FEB)	
K1	Quarterly Evaluation	QUARTERLY MAR, JUN, SEPT, DEC	
K2	Annual Evaluation	AS DETERMINED BY COUNTY	

**EXHIBIT D: INVOICE ATTACHMENT 2 - IRRIGATION & LIGHTING SUMMARY SHEET**

(ATTACH TO MONTHLY INVOICE)

ITEM	SERVICE	FREQUENCY	DATE(S) PERFORMED
1	Irrigation: Check for damaged heads or vandalism	WEEKLY SERVICE (except NOV - FEB)	
2	Irrigation: Check for broken pipes or risers	WEEKLY SERVICE (except NOV - FEB)	
3	Irrigation: Check for dry turf or planting beds	WEEKLY SERVICE (except NOV - FEB)	
4	Irrigation: Clean out area round sprinkler heads	WEEKLY SERVICE (except NOV - FEB)	
5	Irrigation: Check if minor adjustments/repairs needed	WEEKLY SERVICE (except NOV - FEB)	
6	Irrigation: Check moisture sensor	WEEKLY SERVICE (except NOV - FEB)	
7	Irrigation: Check compliance with any watering restrictions	WEEKLY SERVICE (except NOV - FEB)	
8	Irrigation: Complete system wet check	MONTHLY	
9	Lighting: Check Dike Road entrance landscape lighting, sign lighting	WEEKLY SERVICE (except NOV - FEB)	
10	Lighting: Check Howell/Westdale entrance landscape lighting, wall lights, sign lighting	WEEKLY SERVICE (except NOV - FEB)	
12	Lighting: Check Howell/Dike Road Intersection landscape, sign lighting	WEEKLY SERVICE (except NOV - FEB)	

Comments for the above service checks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ITEM	DETAIL REPAIR LOCATION AND TYPE(S) OF EQUIPMENT REPLACEMENT	DATE PERFORMED
1		
2		
3		

## **EXHIBIT E: DEFINITIONS**

**Annuals:** Those seasonal plants growing one season or year.

**Blowing:** To drive by means of a current of air any and all debris from surfaces (i.e., grass from sidewalks).

**Edging:** To provide an even, sharp line or border at which vegetation terminates (i.e., grass terminating at the sidewalk).

**Evaluation:** To complete a comprehensive review of all site areas (See Exhibit A) noting condition, treatments, remediation, and recommendations for all turf, ornamentals, annuals and trees and providing thorough detailed report of evaluation.

**Fertilization:** The process of replacing nutrients lost through use by plants and leaching by water by ensuring the presence of all essential elements supplied by soil is in the right quantities and the right chemical forms for optimum plant use.

**Florida Grade 1:** A system of procuring strong healthy plant material per Florida Department of Agriculture and Consumer Services, Division of Plant Industry guidelines (<http://www.doacs.state.fl.us/pi/pubs.html>).

**Grounds:** Landscaped and hardscaped areas containing turf (grass), ground covers, trees, flowers, shrubs, bushes, ornamental grasses, mulches, lighting, irrigation, signage, and sidewalks. (See Exhibit "A".)

**Grounds Maintenance:** Duties include mowing, edging, trimming, fertilizing, dethatching, watering, and mulching turf and grounds many times during the growing season. It also includes transporting and planting new vegetation, transplanting, mulching, fertilizing, and watering existing plants, trees, and shrubs. Pesticide handling includes the use of sprayers, and applicators, vegetation mix herbicides, fungicides, or insecticides and applying them through sprays, dusts, or vapors into the soil or onto plants. Tree trimmers and pruners cut away dead or excess branches from trees or shrubs to clear roads, sidewalks, or utilities' equipment or to improve the appearance, health, and value of trees. Also included are minor non-electrical repairs associated with lighting equipment (i.e., bulb replacement, globe cover replacement, etc.)

**Herbicides:** A chemical substance used to destroy or inhibit the growth of plants, especially weeds.

**Irrigation System:** A means of conveyance and distribution of water to provide moisture to all covered site areas (See Exhibit "A") by utilizing a system of an automatic timer/controller, pump, control valves, polyvinyl chloride (PVC) pipes and risers, moisture sensor technology, and assorted sprinkler heads. The properly programmed timer/controller requires initial site specific set-up, including run times and required cycles, to control water distribution without human intervention.

**Landscape/Landscaping:** To provide advice, recommendations, care, and implementation of plants.

**Lighting:** Lighting equipment that accents areas such as signage, specific landscaping features, and entrances.

**Litter:** General debris and trash such as, but not be limited to, cans, newspapers, bottles, trash, signs, papers, bags, and any other discarded items to be removed from all contracted areas (see Exhibit "A") on a weekly basis.

**MSBU:** Municipal Service Benefit Unit – a special assessment district created to provide funding for improvements that are authorized through the MSBU Program.

**Mowing:** To cut turf with properly maintained equipment and sharp blades, maintaining not less than three (3) nor more than four (4) inches in height; further, not cutting more than 1/3 of the turf height at any one cutting.

**Mulch:** A protective covering of organic material (see Exhibit "C" for approved types) laid over the soil around plants to prevent erosion, retain moisture, and sometimes enrich the soil, while being maintained at approximately two (2) inches.

**Negligence:** Negligence is a 'legal cause' of damage if it directly and in natural and continuous sequence produces or contributes substantially to producing such damage, so it can reasonably be said that if not for the negligence, the loss, injury or damage would not have occurred. CONTRACTOR shall be responsible for all loss, injury or damage caused by CONTRACTOR's negligence.

**Ornamental Vegetation:** Any plants that are not intended for consumption or the harvest of a consumable crop, including plants grown in private gardens. These include, but are not limited to, crape myrtles, green liriopse, impatiens, poinsettias, junipers, etc.

**Personal Protective Equipment (PPE):** Safety equipment issued to help employees in protecting themselves from the hazards of their work environments. PPE includes fire retardant or chemical-proof clothing, gloves, hard hats, respirators, safety spectacles, ear/hearing protection, etc.

**Pest Control:** Any of a wide range of environmental interventions that have as their objective the reduction to acceptable levels of insect pests, plant pathogens, and weed populations. Specific control techniques include chemical, physical, and biological mechanisms.

**Power Equipment:** That equipment utilized to maintain the landscape and powered by gas, gas and oil, or electric and which includes, but is not limited to, blowers, leaf suckers, sprinkler system pump, mowers, lawn tractors, edgers, hedge trimmers (both corded and cordless types), lawn and garden tractors and utility loaders.

**Trimming:** The act of pruning, cutting or lopping superfluous or undesired twigs, branches, or roots from landscape vegetation such as, but not limited to, trees, shrubs, ornamentals, ground covers, turf, annuals, etc.

**Weed Control:** To kill, remove or limit the growth of plants (weeds) in places where they are not wanted, usually for economic, health, or aesthetic reasons. Full control shall include the removal and disposal of such weeds.

**Weekly Service:** Services identified in contract as weekly; to be conducted with each scheduled mowing service. Minimum 45 weeks per year.

**Part 4  
Price Submittal**

**IFB-602126-14/TLR - TERM CONTRACT FOR CEDAR RIDGE LANDSCAPING AND  
GROUNDS MAINTENANCE**

Name of Bidder: Premier Lawn Maintenance  
Mailing Address: 1026 Savage CT  
Street Address: 1026 Savage CT  
City/State/Zip: Longwood FL 32750  
Phone Number: (407) 536-5716 FAX Number: (407) 536-5713  
E-Mail Address: aamador@plmfl.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth. The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

ITEM	DESCRIPTION	FREQUENCY	QTY	UNIT RATE	ANNUAL COST
A1	Mowing (minimum 45 visits/yr)	WEEKLY (except NOV - FEB)	45	\$ 90 <sup>00</sup>	\$ 4,050 <sup>00</sup>
A2	Edging (minimum 45 visits/yr)	WEEKLY (except NOV - FEB)	45	\$ 10 <sup>00</sup>	\$ 450 <sup>00</sup>
A3	Blowing/Debris Removal (minimum 45 visits/yr)	WEEKLY (except NOV - FEB)	45	\$ 20 <sup>00</sup>	\$ 900 <sup>00</sup>
B1	Trimming Ornamentals	MONTHLY	12	\$ 100 <sup>00</sup>	\$ 1,200 <sup>00</sup>
C	Trimming/Pruning Trees >12 Ft.	SCHEDULED MAR AND SEPT	2	\$ 500 <sup>00</sup>	\$ 1,000 <sup>00</sup>
D1	Check Irrigation System	WEEKLY	45 52	\$ 50 <sup>00</sup>	\$ 2,250 <sup>00</sup> *
D3	Wet Check Irrigation System	MONTHLY	12	\$ 25 <sup>00</sup>	\$ 300 <sup>00</sup>
E1	Inspect/Treat turf & ornamentals for disease problems	WEEKLY	45	\$ 10 <sup>00</sup>	\$ 450 <sup>00</sup>
E2	Fertilization - Turf	SCHEDULED FEB, APR, JUNE, OCT	4	\$ 100 <sup>00</sup>	\$ 400 <sup>00</sup>
E2	Fertilization - Ornamentals	SCHEDULED FEB, MAY, OCT	3	\$ 25 <sup>00</sup>	\$ 75 <sup>00</sup>
F1	Inspect/Treat weeds	WEEKLY	45	\$ 10 <sup>00</sup>	\$ 450 <sup>00</sup>

**Part 4  
Price Submittal Continued**

**IFB-602126-14/TLR**

G1	Inspect/Treat ornamentals, turf and annuals for insects problems	WEEKLY	45	\$ 10 <sup>00</sup>	\$ 450 <sup>00</sup>
H1	General Litter & Debris Removal	WEEKLY	45 52	\$ 20 <sup>00</sup>	\$ 900 <sup>00</sup>
H2	Check condition and operation of landscape lighting	WEEKLY	45 52	\$ 10 <sup>00</sup>	\$ 450 <sup>00</sup>
K1,2	Annual/Quarterly Evaluation	QUARTERLY MAR,JUN,SEPT,DEC	4	\$ 50 <sup>00</sup>	\$ 200 <sup>00</sup>
<b>CEDAR RIDGE ANNUAL MOWING &amp; MAINTENANCE TOTAL:</b>					<b>\$ 13,525<sup>00</sup></b>

<b>ANCILLARY LABOR AND SUPPLIES</b>			
#1 Labor	Design Services	HOURLY RATE	\$ 95 <sup>00</sup>
#2 Labor	Landscaping Labor	HOURLY RATE	\$ 35 <sup>00</sup>
#3 Labor	Irrigation Repair Labor	HOURLY RATE	\$ 65 <sup>00</sup>
	Irrigation Repair Supplies	Reimbursed at cost	0% Mark up
#4 Labor	Lighting Repair Labor	HOURLY RATE	\$ 65 <sup>00</sup>
	Lighting Repair Supplies	Reimbursed at cost	0% Mark up

Costs shall be inclusive of all direct and indirect costs including but not limited to, profit, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

<b>ITEM/PLANT SPECIES PRICING</b>				
CATEGORY	ITEM	DESCRIPTION	SIZE	COST EACH
Annual	Impatiens		4"	\$ 2.25
Annual	Marigolds		4"	\$ 2.25
Annual	Petunias/ Vinca		4"	\$ 2.25
Annual	Unlisted - Annuals	Miscellaneous	4"	TBD*
Annual	Poinsettia		1 gal	\$ 12.00
Annual	Unlisted - Annuals	Miscellaneous	1 gal	TBD*
Perennial	African Iris		1 gal	\$ 10.50
Perennial	Juniper		1 gal	\$ 10.50
Perennial	Liriope		1 gal	\$ 10.50
Perennial	Unlisted - Perennials	Miscellaneous	4"	TBD*

Part 4  
Price Submittal Continued

IFB-602126-14/TLR

Perennial	Unlisted -- Perennials	Miscellaneous	1 gal	TBD*
Ornamental	Azalea		3 gal	\$ 14.75
Ornamental	Ligustrum		3 gal	\$ 15.75
Ornamental	Podocarpus		3 gal	\$ 18.75
Ornamental	Roses	Knock Out	3 gal	\$ 19.75
Ornamental	Misc Unlisted -- Ornamental		3 gal	TBD*
Tree	Crape Myrtle		15 gal	\$ 59.75
Tree	Holly	Burford	15 gal	\$ 59.75
Tree	Holly	(East Palatka	15 gal	\$ 59.75
Turf	Grass (Turf)	St. Augustine	500 sq ft	\$ 480
Mulch	Shredded	Cypress (brown)	cyd	\$ 48.00
Mulch	Nuggets	Pine Bark (brown)	cyd	\$ 48.00
Mulch	Chips	Eucalyptus	cyd	\$ 48.00

\*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. Price to be determined by quote; dependent on availability and type selected.

Item/Plant Species shall be billed at cost with zero percent (0%) mark-up. The Contractor shall provide invoices from Suppliers to substantiate the actual cost to the Contractor for all products and/or materials for which reimbursement is sought.

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS this 27 day of Oct, 2014.

Premier Lawn Maintenance

(Name of BIDDER)



(Signature of Legal Representative)

Adriel Amador President

(Printed name and title of person signing FORM)



Fannie M. Braddy  
Fannie M. Braddy

Hello Ms. Roberts,

After reviewing my prices the changes from 45 to 52 are as followed:

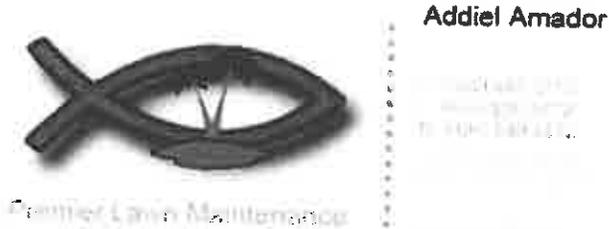
- \* D1 – Check Irrigation – extra 7 visits @\$50.00=\$350.00
- H1 – General Litter & Debris Removal @\$20.00=\$140.00
- H2 – Check condition and operation of landscape lighting @\$10.00=\$70.00

Total increase from prices submitted equals \$560.00 yearly.

Also the initial cost to tear up shrubs along Dikes Road is \$750.00 including disposal fees and we will go ahead and make sure that all trees along the property are properly lifted up.

Please feel free to let me know if you have any questions.

Thank you,



FLORIDA SALES: 88-11-033995-53C  
FEDERAL SALES/USE: 88-74-0013K

Board of County Commissioners  
Seminole County, Florida  
**ORDER**

**ORDER NUMBER:** Exhibit "B"

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

Page 1

QUANTITY	OP
DESCRIPTION	
UNIT PRICE	
TOTAL	
AMOUNT	
VERIFIED	

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FOR INQUIRIES REGARDING THIS ORDER, CONTACT:  
**FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION**  
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
SANFORD FLORIDA 32771  
PHONE: (407) 665-7116 / FAX: (407) 665-7966

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TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

**SUBMIT ALL INVOICES IN DUPLICATE TO:**  
CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772-0860  
Accls. Payable Inquiries - Phone (407) 665-7881

\_\_\_\_\_  
PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
for SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This order can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit organization and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.
- 15. ASSIGNMENT.** Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, an order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.
- 20. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  SELECT INSURANCE GROUP, INC 697 N. SEMORAN BLVD STE G ORLANDO FL 32807	CONTACT NAME: SANDY CHAVEZ
	PHONE (A/C, No, Ext): (407) 722-5064 FAX (A/C, No): (888) 415-8939
INSURED  PREMIER LAWN MAINTENANCE 1026 SAVAGE COURT LONGWOOD FL 32750	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: MOUNT VERNON FIRE INSURANCE CO MAIC # 26522
	INSURER B: ASCENDANT COMMERCIAL INSURANCE
	INSURER C: FCB & I FUND
	INSURER D:
INSURER E:	
INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CL 2816586	03/19/2014	03/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 356580	03/28/2014	03/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	106-54545	04/15/2014	04/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEMINOLE COUNTY IS ADDITIONALLY INSURED ON THE GENERAL LIABILITY POLICY REFERENCE TO IFB 602126-14/TLR TERM CONTRACT FOR CEDAR RIDGE LANDSCAPING AND GROUNDS MAINTENANCE

<b>CERTIFICATE HOLDER</b>  SEMINOLE COUNTY PURCHASING DEPARTMENT P.O. BOX 8080 SANFORD, FL 32772-0869	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  