

**Issue Date: September 3, 2014**

**INVITATION FOR BIDS #Y15-121-PD**

**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**RIGHT OF WAY MOWING ZELLWOOD AREA**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, September 23, 2014**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

A **Non-Mandatory Pre-Bid Conference** will be held on **Friday, September 12, 2014, 10:00 A.M.**, located at **Orange County Roads and Drainage Division 4200 S. John Young Parkway Orlando Florida 32839, Room 317** . Attendance is not mandatory but is encouraged.

Johnny M. Richardson, CPPO, CFCM  
Manager, Procurement Division

**NOTICE TO BIDDERS**

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Perry Davis, Senior Purchasing Agent at [Perry.Davis@ocfl.net](mailto:Perry.Davis@ocfl.net).

## TABLE OF CONTENTS

| <b><u>DESCRIPTION</u></b>  | <b><u>PAGE</u></b> |
|--|--------------------|
| GENERAL TERMS AND CONDITIONS   | 2-14               |
| SPECIAL TERMS AND CONDITIONS   | 15-26              |
| SCOPE OF SERVICES  | 27-42              |
| BID RESPONSE FORM  | 43-44              |
| EMERGENCY CONTACTS   | 45                 |
| ACKNOWLEDGEMENT OF ADDENDA   | 45                 |
| AUTHORIZED SIGNATORIES/NEGOTIATORS   | 46                 |
| REFERENCES   | 47-48              |
| DRUG-FREE WORKPLACE FORM   |                    |
| SCHEDULE OF SUBCONTRACTING FORM  |                    |
| CONFLICT/NON-CONFLICT OF INTEREST FORM                                       |                    |
| E-VERIFICATION CERTIFICATION   |                    |
| RELATIONSHIP DISCLOSURE FORM   |                    |
| RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)              |                    |
| ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT                            |                    |
| EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)                         |                    |
| AGENT AUTHORIZATION FORM   |                    |
| EXHIBIT A – LEASED EMPLOYEE AFFIDAVIT  |                    |
| EXHIBIT B – COMMERCIAL GENERAL LIABILITY                                     |                    |
| EXHIBIT C – COMMERCIAL GENERAL LIABILITY                                     |                    |
| EXHIBIT D – WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE<br>POLICY   |                    |
| EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST<br>OTHERS TO US |                    |

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

**Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.**

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

**The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

**2. QUESTIONS REGARDING THIS SOLICITATION**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to [Perry.Davis@ocfl.net](mailto:Perry.Davis@ocfl.net), no later than 5:00 PM Monday, September 15, 2014 to the attention of Perry Davis, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

**3. FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

**4. ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. **NO BID**

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

6. **CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

7. **LEGAL REQUIREMENTS**

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

8. **MISTAKES**

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

**9. AVAILABILITY OF FUNDS**

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

**10. EEO STATEMENT**

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.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

**11. BID TABULATION AND RESULTS**

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp>, or upon notice of intended action, whichever is sooner.

**12. BID FORMS**

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

**13. FLORIDA PREFERENCE**

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida

and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

**14. RECIPROCAL PREFERENCE**

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

**15. POSTING OF RECOMMENDED AWARD AND PROTESTS**

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**  
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**  
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

**16. BID AND RELATED COSTS**

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

**17. CONTRACTUAL AGREEMENT**

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**18. PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

**19. DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.



**Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid.** Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.

**20. SUBCONTRACTING**

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

**21. CONFLICT OF INTEREST FORM**

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

**22. ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

**No contract award shall be made unless these forms have been completed and submitted with the bid.** Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

**23. SUBMISSION OF BID**

The bid must be mailed or hand delivered in a sealed envelope to:

**ORANGE COUNTY PROCUREMENT DIVISION**  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801

**Bidders must indicate on the sealed envelope the following:**

- A. Invitation for Bids Number
- B. Hour and Date of Opening
- C. Name of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

**24. COPIES**

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

**25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES**

If a prospective bidder considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

**26. ASSISTANCE WITH SCOPE OF WORK/SERVICES**

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

**27. PAYMENT TERMS/DISCOUNTS**

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

**28. PATENTS AND ROYALTIES**

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**29. 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, 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.

**30. CLARIFICATIONS**

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet prior to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

**31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

**32. 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.

**33. PRICING/AUDIT**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods 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 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 subcontractors, 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 subcontractors used to procure services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

**34. EMPLOYEES OF THE CONTRACTOR**

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

**35. 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.

**36. 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 Manager, Procurement Division 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. No claim shall be accepted after final payment of the contract.**

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

**37. VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Orange County. 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.

**38. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

## **SPECIAL TERMS AND CONDITIONS**

### **1. PRE-BID CONFERENCE**

All interested parties are invited to attend a **Pre-Bid Conference** on **Friday, September 12, 2014, 10:00 A.M.** located at **Orange County Roads and Drainage Division 4200 S. John Young Parkway, Room 317, Orlando Florida 32839.**

At that time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

### **2. QUALIFICATION OF BIDDERS**

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The bidder shall submit the following information with their bid:

- A. Provide a written, signed and dated statement specifying the total acreage that you have the resources and other assets to satisfactorily provide services as specified herein. All current Orange County contracts for mowing shall be included in the total acreage specified.

Work performed by the bidder as sub-contractor or as incidental of other operations will not be considered as similar experience for this contract.

- B. For the purposes of this bid, right-of-way mowing is defined as the mowing of, roadways, slopes and/or road side ditches. Mowing, edging, brush control, litter removal and herbicide are included. A minimum of three (3) years of experience and more than one-hundred and fifty (150) acres mowed in the business of right-of-way mowing is required. A statement on company letterhead attesting that the company has a minimum of three years (3) in the business of right-of-way mowing and more than one-hundred and fifty (150) acres mowed in the business of right-of-way mowing shall be submitted with the bid.

- C. Bidder shall submit a listing of equipment as required below and include the make, model, year and VIN of each vehicle, and personnel which will be used to perform the required work. In addition a management plan shall be submitted with the following minimum information.

- Distribution of personnel
- Dedicated Route
- Mowing Schedule (Breakdown per day for 24 work days)
- Quality Assurance Plan
- Personnel loss, contingency plan

**Required Equipment /Quantity**

| <b>Type</b>              | <b>Quantity</b> | <b>Comments</b>           |
|--------------------------|-----------------|---------------------------|
| 15-foot Batwing          | 1               | Open right-of-way mowing  |
| 6 or 8-foot Bush hog     | 1               | Brush control/mowing      |
| 50 or 60" cut ZTR Mowers | 2               | Mowing urban right-of-way |
| Weed eaters              | 4               | Weed control              |
| Edger                    | 2               | Edging                    |
| Blowers                  | 2               | Site Cleanup              |
| Herbicide Sprayers       | 1               | Spraying herbicides       |
| Trucks and Trailers      | 2               | Transport                 |

The County will provide written notice to the bidder at least three (3) business days prior to the date for equipment inspection. The notice will inform the bidder of the date and time for such inspection. With the exception of equipment identified under proforma invoices, and/or lease/rental agreements, all other equipment identified for this contract shall be available for inspection.

- D. Personnel as required below and listed on the bidder provided personnel list to include the name and title/position of each employee.

**Minimum Personnel Requirements for right-of-way mowing**

Bidders shall submit with their bids the names of all personnel and copies of all appropriate licenses including a valid State of Florida Pest Control Operator's license with Pesticide Application qualified in right-of-way category shall be issued in the name of the Bidder's Company or the name of company employee. to be considered for award of the referenced contract:

| <b>Position</b>    | <b>Quantity</b> | <b>Comments</b>   |
|--------------------|-----------------|---|
| Supervisor         | 1               | Supervision, reporting, complaint, handling, and quality control. |
| Working Foreman    | 1               | Open right-of-way mowing  |
| Equipment Operator | 5*              | Mowing open right-of-way  |
| Workers            | 4*              | Mowing urban setting right-of-way                                 |
| Spray Technician   | 1               | Weed control  |

**Failure to submit the above requested information may be cause for rejection of your bid.**

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's



determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

**3. LICENSES AND PERMITS**

Prior to furnishing the requested service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

**4. BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

**5. AWARD**

Award shall be made on an "All-or-None Total Bid", basis to the lowest responsive and responsible Bidder.

**6. POST AWARD MEETING**

Within **five (5)** days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

**7. PERFORMANCE**

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be no later than **twenty four (24)** hours from receipt of delivery order. Bids 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 Invitation for Bids is completed.

The Contractor shall, within **five (5)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

## **8. 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 services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. 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 shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar 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 shall 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.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default.

Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**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 services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar 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.**

**9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

Any good delivered under a contract resulting from this bid shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**10. SAFETY REGULATIONS**

Equipment shall meet all State and Federal safety regulations.

**11. CODES AND REGULATIONS**

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

**12. PAYMENT**

Partial payments for the value of services rendered and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Public Works Department  
Fiscal Administrative Services  
4200 S. John Young Parkway, 2<sup>nd</sup> Floor  
Orlando Florida 32839  
Phone (407) 836-7721

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

**13. DEBRIS**

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

**14. SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
- Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

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

## 15. **INSURANCE REQUIREMENTS**

Vendor/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 Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/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 Vendor/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.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

- Commercial General Liability - The Vendor/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 per occurrence. Vendor/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 Vendor/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 \$1,000,000 per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/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 Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 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 Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/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 Vendor/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 Vendor/Contractor of the obligation to provide replacement coverage.

**By entering into this contract Vendor/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 Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/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 Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/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 Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/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 Vendor/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 Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

submit "Compliance with Florida Trench Safety Act" form included herewith.

**16. BID PREFERENCE**

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000
- B. 7% - Bids Greater Than \$100,000 to \$500,000
- C. 6% - Bids Greater Than \$500,000 to \$750,000
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% - Bids Greater Than \$5,000,000

In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

**17. CHANGES - SERVICE CONTRACTS**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

**18. EVALUATION OF OPTIONS**

The County shall evaluate bids for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options shall not obligate the County to exercise the option(s).

**19. CONTRACT TERM – OPTION YEARS**

The contract resulting from this solicitation shall extend for a period of one (1) year. The County may unilaterally renew the contract for the periods specified on the Bid Response Form for three (3) years.



The County may unilaterally extend the term of this contract by written notice to the Contractor at least ninety (90) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the Bid Response Form. All other terms and conditions of the contract shall apply to the option periods.

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six (6) months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

**20. METHOD OF ORDERING**

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the services listed on the Bid Response Form.

**21. ATTACHMENTS**

The following attachment(s) is/are attached to, and made a part of this Invitation for Bids:

A. List of Roads to be maintained with acreage.

**22. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**23. REFERENCES**

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

## 24. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of 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 services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

**If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the services from other sources until the deficient performance has been cured or the contract terminated.**

## SCOPE OF SERVICES

### DESCRIPTION

This work consists of right-of-way mowing (including roadside and slope mowing, litter and grass clipping removal, brush control, edging, herbicide treatment), fertilization of turf, and additional litter removal. All work shall be performed in the Zellwood area.

### GENERAL PROVISIONS

1. All work under this contract will be under the supervision of the Manager of the Orange County Roads and Drainage Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205.

**This is a supplemental contract designated to aid and enhance the services provided to the citizens of Orange County by the Roads and Drainage Division.**

2. The Contractor shall coordinate with the County's Representative, who will perform inspections for the County and verify that the work has been completed in accordance with specifications as scheduled and resolve problems that may arise.
3. The Contractor shall verify quality control for this contract to the County's Representative as directed.
4. The Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan shall be submitted to the County's Representative for approval, two working days prior to starting work. **IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S M.U.T.C.D. (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE COUNTY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES.**
5. **THE USE OF PUBLIC ROADS AND STREETS BY THE CONTRACTOR SHALL PROVIDE A MINIMUM INCONVENIENCE TO THE PUBLIC AND TRAFFIC.**
6. The Contractor shall comply with the most current edition of the F.D.O.T Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Orange County Standards. The Contractor shall obtain copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Orange County Public Works in Orlando, respectively.

7. **A mandatory Pre-Work Conference will be conducted by the County's Representative to ensure understanding and cooperation of all parties.**
8. It is the Contractor's responsibility to visit each of the contracted areas to make a determination regarding equipment and manpower needed to service and complete all locations within the scheduled cycle dates.
9. **CYCLE COMPLETION** - Each mowing cycle consists of twenty-four (24) work days. All work performed, unless authorized by the County's Representative, shall take place between the hours of 7:00 AM and 5:00 PM., Monday through Saturday. No work shall be performed on Sundays or Federal, State, and County holidays, unless authorized by the County's Representative. If the Contractor desires to work on Sundays or official County holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day) they shall obtain pre-approval from the Manager, Roads & Drainage Division. A delivery order will be issued for each cycle. The delivery order will contain a start date and a completion date. **The County will determine the start and ending dates for each cycle.**
10. **SCHEDULE AND ROUTE** - Areas covered by this contract shall be maintained regularly within each cycle so they are not neglected for long periods. The County will release cycles under this contract once every twenty-four (24) work days as needed. **The Contractor shall submit a work plan including schedule and route prior to beginning any work under this contract. The work plan shall contain specific details on work to be performed including a schedule per work week, route to be followed, and locations of work each day. The Contractor shall determine their schedule and route based on available resources (personnel and equipment). The Contractor shall also take into consideration differences in growing seasons (summer/winter) to develop the work schedule. The County's Representative reserves the right to adjust the maintenance frequency during the slow growing season by delaying the release of the cycles. During this time, areas shall still be maintained within specified twenty-four (24) work days as submitted and approved on the work plan.**

**Submitted work plan (schedule and route) shall not be changed to adjust for growth conditions during different seasons. Once determined and submitted to the County, the maintenance schedule shall be locked and no changes shall be made without County's approval. For example, if the Contractor determines that it would take their crews ten (10) work days to complete all contracted areas, the maintenance schedule shall be locked at ten (10) work days and shall continue to be ten (10) work days regardless of growing conditions. Unless otherwise authorized by the County's Representative, areas covered under this contract shall not be neglected for more than five (5) weeks (inclusive of the 4 weeks (24 work days) maintenance cycle. The Contractor shall be in contracted locations as specified on submitted daily and weekly maintenance schedules unless otherwise authorized in writing by the County's Representative. Delays on a previous cycle shall not affect operations on a subsequent cycle.**

The following illustrations of ideal maintenance and maximum allowable (with authorized delays, as specified) schedules for this contract are provided for guidance:

Ideal maintenance:

| Cycle for Month X |        |        |        | Cycle for Month Y |        |        |        |
|-------------------|--------|--------|--------|-------------------|--------|--------|--------|
| Week 1            | Week 2 | Week 3 | Week 4 | Week 1            | Week 2 | Week 3 | Week 4 |
| Road A            | Road D | Road G | Road J | Road A            | Road D | Road G | Road J |
| Road B            | Road E | Road H | Road K | Road B            | Road E | Road H | Road K |
| Road C            | Road F | Road I | Road L | Road C            | Road F | Road I | Road L |

4 week span

Delayed maintenance (with authorized delays):

| Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 1 | Week 2 | Week 3 | Week 4 |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Road A | Road D | Road G | Rain   | Road J | Road A | Road D | Road G | Road J |
| Road B | Road E | Rain   | Rain   | Road K | Road B | Road E | Road H | Road K |
| Road C | Road F | Road H | Road I | Road L | Road C | Road F | Road I | Road L |

5 week span (authorized)

For example, if the Contractor determined based on available resources and equipment that it would take ten (10) work days to complete all contracted areas, the maintenance schedule shall be locked at ten (10) work days and shall continue to be ten (10) work days regardless of growing conditions. However, the County will only release cycles once every twenty-four (24) work days, unless otherwise adjusted by the County’s Representative during the slow growing season as stated above.

To better illustrate this maintenance condition, the following is provided for guidance and better understanding:

| Cycle for Month X |        |             |             | Cycle for Month Y |        |             |             |
|-------------------|--------|-------------|-------------|-------------------|--------|-------------|-------------|
| Week 1            | Week 2 | Week 3      | Week 4      | Week 1            | Week 2 | Week 3      | Week 4      |
| Road A            | Road D | No activity | No activity | Road A            | Road D | No activity | No activity |
| Road B            | Road E | No activity | No activity | Road B            | Road E | No activity | No activity |
| Road C            | Road F | No activity | No activity | Road C            | Road F | No activity | No activity |

4 week span

If the Contractor decides to lock the schedule at ten (10) work days, the following scenarios will not be allowed, unless otherwise authorized due to approved delays:

Scenario A: 5 weeks maintenance delay

| Cycle for Month X |        |             |             | Cycle for Month Y |        |        |             |
|-------------------|--------|-------------|-------------|-------------------|--------|--------|-------------|
| Week 1            | Week 2 | Week 3      | Week 4      | Week 1            | Week 2 | Week 3 | Week 4      |
| Road A            | Road D | No activity | No activity | No activity       | Road A | Road D | No activity |
| Road B            | Road E | No activity | No activity | No activity       | Road B | Road E | No activity |
| Road C            | Road F | No activity | No activity | No activity       | Road C | Road F | No activity |

5 week span

Scenario B: 6 weeks maintenance delay

| Cycle for Month X |        |             |             | Cycle for Month Y |             |        |        |
|-------------------|--------|-------------|-------------|-------------------|-------------|--------|--------|
| Week 1            | Week 2 | Week 3      | Week 4      | Week 1            | Week 2      | Week 3 | Week 4 |
| Road A            | Road D | No activity | No activity | No activity       | No activity | Road A | Road D |
| Road B            | Road E | No activity | No activity | No activity       | No activity | Road B | Road E |
| Road C            | Road F | No activity | No activity | No activity       | No activity | Road C | Road F |

6 week span

The Contractor shall consult with the County’s Representative prior to any schedule variance. The Contractor shall immediately contact the County’s Representative when circumstances beyond his/her control that could alter the schedule or route for the cycle arise. The County’s Representative will verify those circumstances and will determine if changes to the schedule and/or route for the cycle are warranted. Based on the conditions, the County’s Representative could authorize modifications to the completion date for the cycle if applicable.

- LIQUIDATED DAMAGES** – As previously stated, areas covered under this contract shall be maintained once every four (4) weeks (equivalent to 24 work days), unless otherwise authorized by the County’s Representative. Delivery orders will be issued for all work to be performed under this contract.

As previously stated, the Contractor shall provide daily and weekly maintenance schedules not to be deviated from unless otherwise authorized in writing by the County’s Representative. Unless otherwise authorized by the County’s Representative, areas covered under this contract shall not be neglected for more than five (5) weeks (inclusive of the 4 weeks (24 work days) maintenance cycle).

For any cycle released under this contract, liquidated damages in the amount of two hundred (200) dollars per work day may be assessed if one or more of the following conditions occur:

- 11.1 **The cycle is not completed by completion date as established in the delivery order or as authorized by the County's Representative** - Liquidated damages will start the first work day after the date the cycle was scheduled to be completed and will continue for each work day thereafter until all contracted areas are maintained and the cycle is accepted as completed.
- 11.2 **The Contractor does not correct any deficient area within two (2) work days after notification from the County, unless otherwise authorized by the County's Representative** - These liquidated damages will start the third work day after notification and will continue for each work day thereafter until reported deficiencies are corrected per contract specifications.
- 11.3 **The Contractor does not maintain contracted areas as specified and agreed on the submitted work plan (as specified above)** - These liquidated damages will start the first work day the contractor deviates from the approved plan and will continue for each work day thereafter until affected areas are maintained as required on the work plan.
12. **CONGESTED OR UNUSUAL CONDITIONS** - Due to congested traffic or unusual conditions, the Contractor may be required to remove their operation from the right-of-way and County property at the discretion of the County's Representative. **If the Contractor is required to remove their operation due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 P.M. (noon), the County will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment will be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the County's Representative will determine and authorize such award. The County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the cycle and will notify the Contractor.**

If the Contractor is required to remove their operation as a result of inclement weather after 12:00 P.M (noon) for an excessive number of days the County will consider allowing additional time to the performance period. The Contractor shall document in writing via email to the County's Representative any inclement weather after 12:00 PM (noon) affecting their maintenance operations. The Contractor shall include pictures and other pertinent documentation for review and consideration. The County's Representative will determine and authorize such award based on Contractor's written notifications and supporting documentation submitted for this. The County will notify the Contractor on final decision and will modify the completion date, accordingly, for the cycle.

13. **DAILY REPORTS** - The County's Representative will be entitled at all times to be advised, at their request, as to the status and details of work being completed by the Contractor in the format required. The Contractor shall maintain coordination with the County's Representative at all times. Either party may request and be granted a conference upon request in a timely manner.

The County utilizes a standard reporting form that will be provided to the successful bidder upon contract award. **The Contractor shall inform the County's Representative by email daily as to the locations to be worked and the areas completed the previous day.**

14. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall ensure that the finished work complies accurately with the scope of services.
15. **Mowing, edging, litter removal, herbicide treatment, grass clippings removal, and brush control are included under one bid item. Any deficiencies not addressed by the Contractor by the time required under this contract will be grounds to deny payment for the location affected. Areas are measured by street segments as shown on the attached street list; the County reserves the rights to deny payment for the whole area if one or more of the items listed above are found deficient and not corrected during the mowing cycle.**
16. The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the scope of services. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foremen and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers.
17. **COMMUNICATION AND QUALITY CONTROL** - The Contractor shall designate a competent Contractor's Representative who shall be responsible for the quality control of this contract and who shall not be replaced without written notice to the County's Representative at least twenty-four (24) hours before or after the incident. The Contractor's Representative shall be present at job sites and have the authority to act on behalf of the Contractor. All communications given to the Contractor's Representative shall be as binding as if given to the Contractor.

**To effectively communicate with County staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, blackberry, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas. All conversations with County staff shall be documented via email, including but not limited to: weather/unusual conditions delays, contractual issues, instructions given by County staff, etc.**



## Suggested Manpower –Zellwood Area \*

| Position           | Quantity | Comments  |
|--------------------|----------|---|
| Supervisor         | 1        | Supervision, reporting, complaint handling, and quality assessment control. |
| Working Foreman    | 1        | Open right-of-way mowing  |
| Equipment Operator | 5*       | Mowing open right-of-way  |
| Workers            | 4*       | Mowing urban setting right-of-way   |
| Spray Technician   | 1        | Weed control  |

\* Quantities have to be adjusted according to the amount of equipment to be used in the specific area.

**18. MULTIPLE CONCURRENT CONTRACTS - Due to the nature and scope of this type of contract, in the event that the lowest bidder for the Zellwood Area is determined to be the lowest bidder for another subsequent mowing contract or already has a mowing contract, a Management Plan shall be submitted to the County. The plan shall contain detailed information on personnel, equipment, and schedules for each contract. The Contractor shall have resources (i.e. equipment and personnel) for each contract. If the Contractor does not provide the required information to the County, the County reserves the right to award the new contract to the next lowest responsive bidder.**

### TECHNICAL PROVISIONS

The Contractor shall furnish all labor, materials, equipment, supervision, tools, transportation, supplies, manpower and pay disposal fees, to complete the work specified in this contract. As stated, the work performed will consist of mowing (roadside and slope mowing, litter and grass clipping removal, edging, herbicide treatment, brush control), fertilization of turf and additional litter removal.

- 1. QUANTITY AND FREQUENCY OF WORK –** The work specified in this contract represents the type of services to be accomplished. The areas and limits of work are all non-paved sections of right-of-way and County property. Areas have been inventoried and calculated as to quantities. Any discrepancies or disagreements concerning quantities and limits of work shall be immediately reported in writing (shall reflect the new measurements taken by the Contractor and the contract measurements) to the County representative. Discrepancies or disagreements will be mutually resolved prior to beginning work in any area in question. The County will make the final determination on any unresolved matters.

During the first cycle of all bid items, the Contractor shall bring all areas specified in the contract up to a maintainable standard. No additional compensation will be given to the Contractor for bringing the specified areas up to a maintainable level. All work locations will be considered provided by the County in an “as is” condition.

The County's Representative will determine and authorize when to begin each cycle. The Contractor's authorization to proceed with service delivery shall only commence after receipt of a delivery order identifying the specific services to perform and the costs involved. The Contractor shall not begin any cycle until authorized by the County's Representative. The Contractor shall complete each cycle within twenty-four (24) work days as previously stated. The total number and timing of the cycles will depend upon the line item and growth conditions during the season. The Contractor will be compensated at the unit price multiplied by the actual number of cycles completed unless otherwise specified.

This contract requires a maximum of twelve (12) mowing cycles, as needed. It also includes a maximum of one (1) cycle of fertilization of turf, and six (6) cycles of additional litter removal to be accomplished on an annual basis.

The additional litter removal will be used on an "as needed" basis. A written delivery order will be issued to the Contractor each time there is such a need. **This separate bid item is over and above the routine litter removal required during regular mowing operations.**

2. **EQUIPMENT** - Ensure all equipment used in the performance of the contract on County property is in good safe working order and properly maintained in order to protect the operator and the public. All equipment used by the Contractor is subject to inspection by the County's Representative. Any equipment on site, which is deemed by the County's Representative to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at their expense the same day of the County's determination.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

**Suggested Equipment – Zellwood**

| Type                     | Quantity | Comments                  |
|--------------------------|----------|---------------------------|
| 15-foot Batwing          | 1        | Open right-of-way mowing  |
| 6 or 8-foot Bush hog     | 1        | Brush control/mowing      |
| 50 or 60" cut ZTR Mowers | 2        | Mowing urban right-of-way |
| Weed eaters              | 4        | Weed control              |
| Edger                    | 2        | Edging                    |
| Blowers                  | 2        | Site Cleanup              |
| Herbicide Sprayers       | 1        | Spraying herbicides       |
| Trucks and Trailers      | 2        | Transport                 |

Because every mowing area presents unique characteristics, potential contractor shall take the time to inspect and analyze specific needs. Some areas require ditch and/or slope mowing, some small machine mowing, some large machine mowing, and some others require a combination of equipment in order to provide the required services.

The mowing equipment used by the Contractor shall be maintained to produce a clean, sharp cut and uniform distribution of clippings at all times. The mowers shall be constructed such that the height of the turf cut will be three (3) inches, plus or minus one (1) inch. The Contractor shall use amber flashing lights on all mowing equipment and their employees shall be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the County.

3. **COMPLETION OF WORK** – The Contractor shall complete the work ordered within each designated cycle and shall notify in writing of areas completed on a daily basis to the County’s Representative for inspection and approval of work quality being accomplished. The County’s Representative will make a final inspection and will notify the Contractor in writing of any deficiencies found in reported areas. In the event of unsatisfactory work, the Contractor shall repeat the work without additional compensation, within two (2) work days unless otherwise authorized by the County’s Representative. **If a second re-inspection is required, the County will assess an eighty (80.00) dollar fee to the Contractor. The eighty (80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that delivery order.**
4. **MOWING** – Mowing, edging, litter removal, herbicide treatment, grass clipping removal, and brush control are included under one bid item.

Regular mowing under this contract is generally limited to mowing areas of shoulders, front and back slopes of less than or equal to three-to-one (3:1) slope, retention areas, dry roadside ditch bottoms, median islands and various width utility strips and similar areas. Slope mowing, which is also a contract requirement, is generally limited to slopes greater or steeper than three-to-one (3:1) and are relatively inaccessible to the use of conventional mowing equipment (e.g., steep slopes, retention area banks and shores, bridge/overpass banks, canal banks, wet roadside ditches, etc). These types of areas will normally require equipment specifically designed for this type of work. When slope mowing is performed, it shall incorporate the use of string trimmers to protect the integrity of the slope and prevent damage to the turf.

Sign posts, guardrails, trees, retention area out-fall structures, fences, shrubs, plants, light poles, utility flags or other such obstacles to mowing shall be hand mowed or trimmed around as necessary to present a groomed appearance. Top of vegetation on wet bottom ditches shall be cut-off to the water’s edge/level. Particular attention will be paid to planted areas. Any damage that occurs to plants, trees, shrubs, mulched beds, tree rings, sprinkler heads, etc., shall be repaired or restored before the cycle is completed. Mowing shall include grass clipping removal and litter removal, edging, and herbicide treatment. These costs shall be included in the unit price bid for right-of-way mowing.

- 4.1 **Quality** – All cutting shall be performed in such a manner to produce a stand of mowed grass or vegetation cut uniformly with no streaks or scalping.

In the event the Contractor damages the turf, curbs, or pavement, they shall restore it to its original condition and/or replacement thereof, prior to the end of the cycle. This also includes sign structures, mailboxes, appurtenances, etc.

All appurtenances shall be hand-mowed or trimmed around by the Contractor as necessary to present a well-groomed appearance. Appurtenances shall include but not be limited to, sign posts and bases, delineator posts, fences, guardrail or barrier walls, end walls, pipes, drainage structures, poles, retention area control structures, guys, landscape areas, etc.

**4.1.1 Quantity and Frequency of Mowing** – The County's Representative will determine when to begin each mowing cycle. The number and timing of the cycles will depend upon the growth conditions of the grass during the season. A maximum of twelve (12) cycles will be ordered each year. The Contractor will be compensated at the unit price per acre times the acreage completed in each mowing cycle.

**4.1.2 Limitations of Operation** – When mowing within ten (10) feet of traveled roadway, all equipment shall be operated in the direction of the flow of traffic. This provision does not apply when flaggers and warning signs in accordance with the Manual on Uniform Traffic Control Devices protect the specific work site.

When boom-type slope mowers are operated on the shoulder, a flagger shall be stationed to warn other traffic and assist the operations. Warning signs shall be placed in accordance with the most current edition of the Florida Department of Transportation's "Roadway and Traffic Design Standards" for Design, Construction, Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways." When mowers are crossing the traveled roadway or bridges, flaggers shall be provided.

When necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing shall be made on the shoulder. All bridges shall be crossed with extreme care and operations planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross the traveled roadway, a location shall be selected that provides an unobstructed sight distance of five hundred (500) feet. The operator shall stop before crossing the roadway and permit closely approaching vehicles to pass before crossing. Operations shall be planned to minimize crossings. Equipment left on the right-of-way or County property after designated work hours shall be placed outside the clear and recovery area and shall be the sole responsibility of the Contractor.

If equipment is left on the right-of-way, it shall be marked with a barricade etc. and with approved steady burning amber lights.

All service and supply operations shall be conducted outside the clear and recovery area. No supply vehicles shall enter the median for any purpose. No service vehicle shall enter the median unless necessary to repair or remove inoperable equipment.

- 4.2 **Litter Removal** – During each cycle all litter and debris shall be removed prior to and upon completion of a mowing cycle. Litter and debris removal includes the pickup removal, and disposal from the right-of-way and County property of any obstacle such as wood, signs, tires, cans, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove any item such as bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will 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 bid for mowing.**
- 4.3 **Clipping Removal** – During each cycle all grass clippings that are not uniformly distributed, and detract from the appearance of the mowing operation shall be removed from the job site by the Contractor, upon completion of the mowing operation to allow for a neat and clean appearance after completion. 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 bid for mowing.** The grass clipping removal shall be performed in conjunction with the mowing cycle. The Contractor shall maintain the inlet openings free from the debris generated during their right-of-way mowing operation. **Grass clippings shall not be blown into drains or storm drain inlets. Failure to adhere to this will result in the Contractor, at their own expense within two (2) working days, jetting out these pipes and drains or reimbursing the County for the clean up effort carried out by County personnel.**
- 4.4 **Brush Control** – During each cycle the Contractor shall cut and remove brush and plant growth up to two (2) inches in diameter and up to seven (7) feet height along right-of-way, undeveloped lots or properties and along fence lines and walls so it does not encroach onto the County's right-of-way. Areas behind power poles shall be mowed at least one mower pass to the right-of-way line. This work shall be performed in conjunction with the mowing cycle. **The cost of brush control shall be included in the unit price bid for mowing.**

- 4.5 **Edging** - Edging encompasses the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges including but not limited to the following structures: sidewalks, paved approaches and curbs, to maintain these areas in an attractive and manicured condition. **Edging encompasses the removal of growth mechanically and manually.**

**NOTE: Areas specified for edging shall not be treated with herbicide.**

- 4.5.1 **Quantity and Frequency of Edging** - Edging shall be performed in conjunction with the mowing cycle. **The cost of edging shall be included in the unit price bid for mowing.**

- 4.5.2 **Method of Operations** – The edging of sidewalks, paved approaches, and curbs shall create a distinct void; approximately one-half (1/2) inch horizontally between the structure and the turf. String trimmers shall **not** be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged.

Upon completion of edging by the Contractor, no growth, sand or debris shall touch any of the structures designated to be edged. The Contractor shall remove all sand and debris from the areas designated for edging. **The cost of this removal and disposal shall be included in the unit price bid for mowing.**

- 4.5.3 **Quality** - Plant growth, sand and debris shall be removed from all specified areas to provide a neatly groomed and manicured appearance in accordance with the scope of services. If at any time, performed work is deemed unsatisfactory by the County's Representative, the services shall be reperformed at no additional cost to the County.

- 4.6. **Herbicide Treatment** - Herbicide treatment encompasses the treatment of all grass, weeds, vegetation and plant material growing on, along and around concrete medians, fences, curb inlets, inlet openings, gutters, asphalt paved areas, ramps, divider walls, guardrails, bridge embankments and bridge supports with an approved herbicide to maintain these areas in an attractive and manicured condition. The herbicide treatment shall include the treatment of all expansion joints and cracks located on sidewalks, curbs, concrete medians and paved approaches.

All herbicide used shall contain the active ingredient glyphosate (e.g. as in Roundup), applied in accordance with the manufacturer's label directions.

The herbicide mixture shall contain a colored spray indicator to mark the areas treated. **Indicator shall be used to verify application of herbicide treatment.** A valid State of Florida Pest Control Operator's license with Pesticide Application qualified in right-of-way category shall be issued in the name of the Bidder's Company or the name of company employee.

**NOTE: Areas designated to be edged shall not be treated with herbicide.**

4.6.1 **Quantity and Frequency of Herbicide Treatment –** Herbicide Treatment shall be performed in conjunction with the mowing cycle. **The cost of herbicide treatment shall be included in the unit price bid for mowing.**

4.6.2 **Method of Operations -** Upon completion of herbicide treatment by the Contractor, no growth shall remain on any of the areas designated to be treated. The spray pattern for herbicide treatment shall be six (6) inches, with the exception of fence lines and divider walls. The spray pattern for fence lines and divider walls shall be twelve (12) inches inside the right-of way line.

Approximately ten (10) days after the application of herbicides, fences and divider walls shall be hand trimmed by the Contractor to remove all dead vegetation. All vegetation shall be removed and disposed of by the Contractor. Upon completion of the trimming, no unwanted vegetation shall touch any part of the fences and divider walls. All dead vegetation shall be removed from all other areas sprayed, including sidewalk expansion joints, curbs, gutters, concrete medians and inlet openings, etc. **The cost of the removal and disposal of all plant growth shall be included in the unit price bid for mowing.**

4.6.3 **Limitation of Operations -** The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal Government as well as that of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. The Contractor, at their expense, shall replace plants, grass and trees damaged by the improper use of herbicides. Replacements shall be of the same size and type of those damaged.

4.6.4 **Quality -** If at any time, the herbicide treatment is not in accordance with the scope of services, the services shall be re-performed, at no additional cost to the County.

5. **FERTILIZATION OF TURF** - Application of fertilizer shall be in accordance with the manufacturer's instructions. Fertilizer shall be granular 15-0-15 plus Diazinon or equivalent at the rate of five (5) pounds per one thousand (1000) square feet. The Contractor shall bid fertilizing at a unit price per acre to include the cost of fertilizer, delivery to the site and application to the turf as required in the scope of services. For bidding purposes, the areas specified as fertilization of turf shall be ordered once annually.
  
6. **ADDITIONAL LITTER REMOVAL** – The Contractor may be asked to remove additional litter and debris from specific areas on an as needed basis -above and beyond the requirement described in paragraph 4.2. This additional litter and debris removal consists of the pickup, removal, disposal of litter, and otherwise objectionable debris, within the maintained limits of the right-of-way. Additional litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, tree branches, and other items to be removed under this work.
  - 6.1 **Frequency of Removal** - This service to specific areas will be ordered by the County's Representative via Work Order, and a separate line item is included on the bid sheet for the pricing of this work. For bidding purposes only, six (6) cycles have been estimated for additional litter removal.
  
  - 6.2 **Equipment** - Equipment that is utilized to transport additional litter shall be constructed in a manner to preclude spillage or loss of litter along the roadway. All open top carriers shall be covered and secured with tarpaulins. The Contractor, at no cost to the County, shall remove all spillages promptly. The Contractor shall submit a written request for approval, to the County's Representative, for the use of specialized equipment designed for mechanized removal of additional litter and debris. The County's Representative shall require the Contractor to establish, at the Contractor's expense, satisfactory results that the specialized equipment shall produce quality additional litter removal. The County's Representative will require additional safety devices or precautions unique to the equipment. Equipment that damages curbs, pavement, or turf shall **not** be allowed.
  
  - 6.3 **Limitation of Operation** - Any equipment left on the right-of-way overnight shall be lit and parked outside the clear zone, except in median areas where no equipment shall be permitted to be parked overnight. All service and supply operations shall be conducted between the travel way and the right-of-way line and be outside the clear zone. No supply vehicle shall enter the median for any purpose. No service vehicle shall enter the median except when necessary to repair or remove inoperable equipment.

**No work will be permitted during non-daylight hours.**

When performing additional litter pickup operations, workmen shall wear reflective clothing of high visibility such as a vest, shirt, or jacket and these are to comply with O.S.H.A. requirements/standards.



- 6.4 **Disposal of Additional Litter and Debris** - All Additional litter and debris that have been accumulated and picked up shall be placed in trash bags and removed from the right-of-way at the end of each working day by the Contractor.

Disposal of litter and debris shall be made in accordance with local and state laws and any cost incurred for disposal shall be the responsibility of the Contractor. Storage or stockpiling of litter or debris on the right-of-way will **not** be permitted. With each invoice submittal the Contractor shall provide the landfill receipts where the Contractor disposed all additional litter or debris.

- 6.5 **Quality** - Completed areas will be reviewed for quality and acceptance by the County's Representative. Areas determined to be unsatisfactory, by the County's Representative, shall be re-cleaned at no additional cost. All areas shall be cleaned in such a manner that they are reasonably free of all litter and debris. The Contractor will not be penalized for additional litter and debris that may be deposited between the time the work was completed and the time when the work is approved by the County's Representative. However, the County's Representative's judgment when evaluating completed work will be final.

- 6.6 **Basis of Payment** - Payment shall be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of additional litter and debris removal.

7. **INLET OPENINGS CLEANING** – The Contractor shall maintain the inlet openings free from the debris generated during their right-of-way mowing operation. The Contractor may be asked to clean the inlet openings on specific roads on as needed basis. The inlet opening cleaning consists of debris removal and its disposal.

- 7.1 **Frequency of removal** – This service to specific areas will be ordered by the County's Representative via Delivery Order and a separate line item is included on the bid response form for the pricing of this work.

- 7.2 **Disposal of debris picked up from inlet opening** – All debris that has been picked from inlet openings shall be removed at the end of each working day by the Contractor. Debris may consist of sand, dirt, paper, lumber, brush, tree branches, cardboard and other items to be removed under this work. Disposal of debris shall be made in accordance with local and state laws and any cost incurred for disposal shall be the responsibility of the Contractor. Storage or stockpiling of debris on the right-of-way will **not** be permitted.

8. **PAYMENT ITEMS** - Payment will be made under:

Item No. 1- Mowing - per acre (includes Edging, Litter Removal, Brush Control, Grass Clipping Removal, and Herbicide Treatment)  
Item No. 2- Fertilization of Turf - per acre

Item No. 3- Additional Litter Removal - per acre

9. **APPROXIMATE QUANTITIES IN THE CONTRACT**

**Zellwood Area:**

Basic Year (12 months from date of award):

|                           |      |       |
|---------------------------|------|-------|
| Mowing                    | 3600 | acres |
| Fertilization of Turf     | 300  | acres |
| Additional Litter Removal | 1800 | acres |
| Inlet Opening Cleaning    | 750  | each  |

Option Year No. 1 (12 months from 1st anniversary date):

|                           |      |       |
|---------------------------|------|-------|
| Mowing                    | 3840 | acres |
| Fertilization of Turf     | 320  | acres |
| Additional Litter Removal | 1920 | acres |
| Inlet Opening Cleaning    | 750  | each  |

Option Year No. 2 (12 months from 2nd anniversary date):

|                           |      |       |
|---------------------------|------|-------|
| Mowing                    | 3960 | acres |
| Fertilization of Turf     | 330  | acres |
| Additional Litter Removal | 1980 | acres |
| Inlet Opening Cleaning    | 750  | each  |

10. **LOCATION OF WORK – Zellwood Area:** Appendix I contains a listing that totals 288.09 acres per cycle. This number could increase due to additions of new roads or decrease due to removal of roads. Additional location listings will be issued as they become available. Appendix I and these additional location listings (up to the maximum amount allowed for the Basic Year of the contract) constitute the total contract requirement for the Basic Year of the contract.

Option Year Number 1 (2<sup>nd</sup> year of the contract) and Option Year Number 2 (3<sup>rd</sup> year of the contract) cover additional acreage.

11. **FINAL INSPECTION FOR PAYMENT** - After the Contractor has corrected all deficiencies to the satisfaction of the County's Representative and delivered all maintenance and operating instructions, schedules, guarantees, Certificates of Inspection and other documents as required by the Contract, the Contractor may make application for final payment following the procedure for progress payments. The effective final releases or waivers of liens from the Contractor and all subcontractors that performed services for the Contractor pursuant to the Contract Documents and the consent of surety, if applicable to final payment of each delivery order shall accompany the final pay application.
12. **PERFORMANCE ISSUES** - The County will hold the Contractor responsible for meeting all of the Contractor's contractual obligations. If performance issues arise that cannot be resolved between the contractor and the County's representative, the matter will be referred to the Procurement Division for appropriate action.

**BID RESPONSE FORM  
IFB #Y15-121-PD**

The Contractor shall provide all labor and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

| <b><u>ITEM NO.</u></b> | <b><u>DESCRIPTION</u></b> | <b><u>ESTIMATED ANNUAL UNITS</u></b> | <b><u>UNIT PRICE</u></b> | <b><u>TOTAL EST. BID</u></b> |
|------------------------|---------------------------|--------------------------------------|--------------------------|------------------------------|
|------------------------|---------------------------|--------------------------------------|--------------------------|------------------------------|

**Zellwood Area**

**I. Base Year (12 months from date of award):**

|   |            |               |          |
|---|------------|---------------|----------|
| 1. Mowing, as specified                       | 3600 acres | \$ _____ acre | \$ _____ |
| 2. Fertilization of turf, as specified        | 300 acres  | \$ _____ acre | \$ _____ |
| 3. Additional Litter Removal,<br>as specified | 1800 acres | \$ _____ acre | \$ _____ |
| 4. Inlet Opening Cleaning                     | 750 each   | \$ _____ each | \$ _____ |

**TOTAL ESTIMATED BID BASE YEAR** \$ \_\_\_\_\_

**II. Option Year No. 1 (12 months from 1<sup>st</sup> contract anniversary date):**

|   |            |               |          |
|---|------------|---------------|----------|
| 5. Mowing, as specified                       | 3840 acres | \$ _____ acre | \$ _____ |
| 6. Fertilization of turf, as specified        | 320 acres  | \$ _____ acre | \$ _____ |
| 7. Additional Litter Removal,<br>as specified | 1920 acres | \$ _____ acre | \$ _____ |
| 8. Inlet Opening Cleaning                     | 750 each   | \$ _____ each | \$ _____ |

**TOTAL ESTIMATED BID OPTION YEAR #1** \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

| <u>ITEM NO.</u> | <u>DESCRIPTION</u> | <u>ESTIMATED ANNUAL UNITS</u> | <u>UNIT PRICE</u> | <u>TOTAL EST. BID</u> |
|-----------------|--------------------|-------------------------------|-------------------|-----------------------|
|-----------------|--------------------|-------------------------------|-------------------|-----------------------|

**III. Option Year No. 2 (12 months from 2<sup>nd</sup> contract anniversary date):**

|     |   |            |               |          |
|-----|---|------------|---------------|----------|
| 9.  | Mowing, as specified                    | 3960 acres | \$ _____ acre | \$ _____ |
| 10. | Fertilization of turf, as specified     | 330 acres  | \$ _____ acre | \$ _____ |
| 11. | Additional Litter Removal, as specified | 1980 acres | \$ _____ acre | \$ _____ |
| 12. | Inlet Opening Cleaning                  | 750 each   | \$ _____ acre | \$ _____ |

**TOTAL ESTIMATED BID OPTION YEAR #2** \$ \_\_\_\_\_

**TOTAL ESTIMATED BID BASE, OPTION YEAR #1 AND OPTION YEAR #2** \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

**IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.**

Performance shall be not later than twenty four (24) hours After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Perry Davis, Senior Purchasing Agent, at [Perry.Davis@ocfl.net](mailto:Perry.Davis@ocfl.net)

**Bid Response Documents - The following documents constitute your bid:**

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.
- D. Examples: Bid Deposit, Sub-contractor, per Special Terms and Conditions.

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Company Name: \_\_\_\_\_

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

|                                   |                          |
|-----------------------------------|--------------------------|
| <u>EMERGENCY CONTACT</u>          |                          |
| Emergency Contact Person: _____   |                          |
| Telephone Number: _____           | Cell Phone Number: _____ |
| Residence Telephone Number: _____ | Email: _____             |

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Bidder represents that the following principals are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder 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 |
|------|-------|------------------------|
|      |       |                        |
|      |       |                        |
|      |       |                        |

|                    |        |
|--------------------|--------|
| _____              | _____  |
| (Signature)        | (Date) |
| _____              |        |
| (Title)            |        |
| _____              |        |
| (Name of Business) |        |

The Bidder shall complete and submit the following information with the bid:

**Type of Organization**

Sole Proprietorship     Partnership     Non-Profit  
 Joint Venture     Corporation

**State of Incorporation:** \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607): \_\_\_\_\_  
City/County/State

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

Federal I.D. number is \_\_\_\_\_

## REFERENCES

List three (3) customers during the past ten (10) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, telephone number, and date services were performed, as described.

1. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

A. Description of services provided: \_\_\_\_\_  
\_\_\_\_\_

B. Contract Amount: \_\_\_\_\_

C. Contract Start and End  
Date: \_\_\_\_\_

D. Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

A. Description of services provided: \_\_\_\_\_  
\_\_\_\_\_

B. Contract Amount: \_\_\_\_\_

C. Contract Start and End  
Date: \_\_\_\_\_

D. Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Email Address: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

A. Description of goods or services provided: \_\_\_\_\_  
\_\_\_\_\_

B. Contract Amount: \_\_\_\_\_

C. Contract Start and End  
Date: \_\_\_\_\_

D. Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



## LIST OF EQUIPMENT

1. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
2. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
3. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
4. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
5. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
6. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
7. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
8. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
9. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
10. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
11. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
12. Description: \_\_\_\_\_  
Model: \_\_\_\_\_

## LIST OF PERSONNEL

1. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
6. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
7. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
8. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
9. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
10. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
11. Name: \_\_\_\_\_  
Position: \_\_\_\_\_
12. Name: \_\_\_\_\_  
Position: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

## SCHEDULE OF SUBCONTRACTING

**IFB NO. Y15-121-PD**

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

| <b>Name Of Subcontractor</b> | <b>Address</b> | <b>Type of Work to be Performed</b> | <b>Percent of Contract Amount to be Subcontracted</b> |
|------------------------------|----------------|-------------------------------------|---|
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |

Company Name: \_\_\_\_\_

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

[ ] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

[ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

## E VERIFICATION CERTIFICATION

Contract No.Y15-121-PD

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y15-121-PD, RIGHT OF WAY MOWING ZELLWOOD AREA**, within the state of Florida.

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY  
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

---

Business Address (Street/P.O. Box, City and Zip Code):

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:  
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

---

Business Address (Street/P.O. Box, City and Zip Code):

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ **YES** \_\_\_ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

\_\_\_ **YES** \_\_\_ **NO**

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ **YES** \_\_\_ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

---

---

---

(Use additional sheets of paper if necessary)



**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**RELATIONSHIP DISCLOSURE FORM**  
*Updated 6-28-11*

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

**WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term

includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

*Relative* means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

#### **DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

#### **WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?**

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

#### **WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the

BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

**WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

**This is the initial Form:** \_\_\_\_\_  
**This is a Subsequent Form:** \_\_\_\_\_

### Part I

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

\_\_\_\_\_

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

\_\_\_\_\_

**List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_



**Part III**

**Original signature and notarization required**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Date Signature of  Principal or  Principal's Authorized Agent  
(check appropriate box)

Printed Name and Title of Person completing this form:

\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**SPECIFIC PROJECT EXPENDITURE REPORT**  
*Updated 3-1-11*

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

**WHO NEEDS TO FILE THE SPR?**

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Expenditure* means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

*Lobbying* means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also



means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

*Principal* means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

**DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

**WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

**WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

**WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?**

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

**AGENT AUTHORIZATION FORM**

I/We, (Print Bidder name) \_\_\_\_\_, Do hereby authorize (print agent's name), \_\_\_\_\_, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)\_\_\_\_\_, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State  
of \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

| <p><b>PRODUCER</b></p> <p>1. Name of Agent or Broker<br/>Street Address<br/>City, State, Zip</p> | <p>CONTACT NAME: _____</p> <p>PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____</p> <p>E-MAIL ADDRESS: _____</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>3.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: |  |  | INSURER B: |  |  | INSURER C: | 3. |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
|--|---|-------------------------------|--|--------|------------|--|--|------------|--|--|------------|----|--|------------|--|--|------------|--|--|------------|--|--|
| INSURER(S) AFFORDING COVERAGE  |   | NAIC #                        |  |        |            |  |  |            |  |  |            |    |  |            |  |  |            |  |  |            |  |  |
| INSURER A:   |   |                               |  |        |            |  |  |            |  |  |            |    |  |            |  |  |            |  |  |            |  |  |
| INSURER B:   |   |                               |  |        |            |  |  |            |  |  |            |    |  |            |  |  |            |  |  |            |  |  |
| INSURER C:   | 3.  |                               |  |        |            |  |  |            |  |  |            |    |  |            |  |  |            |  |  |            |  |  |
| INSURER D:   |   |                               |  |        |            |  |  |            |  |  |            |    |  |            |  |  |            |  |  |            |  |  |
| INSURER E:   |   |                               |  |        |            |  |  |            |  |  |            |    |  |            |  |  |            |  |  |            |  |  |
| INSURER F:   |   |                               |  |        |            |  |  |            |  |  |            |    |  |            |  |  |            |  |  |            |  |  |
| <p><b>INSURED</b></p> <p>2. Name of Insured<br/>Street Address<br/>City, State, Zip</p>          |   |                               |  |        |            |  |  |            |  |  |            |    |  |            |  |  |            |  |  |            |  |  |

**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.

| FROM LTR | TYPE OF INSURANCE  | ACQ/ISSR INSR. WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | 8. LIMITS  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| 3.       | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 4.                 | 5.            | 6.                      | 7.                      | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                    |               |                         |                         | 9.<br>COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                              |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 10.    Y/N<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A                |               |                         |                         | <input type="checkbox"/> W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$               |
| 11.      |  |                    |               |                         |                         |  |

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

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

|   |   |
|---|---|
| <p><b>CERTIFICATE HOLDER</b></p> <p>13. Orange County Board of County Commissioners<br/>Procurement Division<br/>400 E. South Street<br/>Orlando, Florida 32801</p> | <p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p>14.</p> |
|---|---|

## ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

**EXHIBIT B**

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

|  |
|--|
| Name Of Additional Insured Person(s) Or Organization(s)  |
| <b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>   |
| YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;                                 |
| AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED; |
| STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;   |
| ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:                     |
|  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.   |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT C**

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

|  |
|--|
| Name Of Additional Insured Person(s) Or Organization(s)  |
| ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS<br>ATTN: PROCUREMENT DIVISION<br>400 E. SOUTH STREET, 2 <sup>nd</sup> FLOOR<br>ORLANDO, FL 32801 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                       |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.



## EXHIBIT D

---

WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

---

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

**EXHIBIT E**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>nd</sup> FLOOR  
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

## ATTACHMENT A

| Location Name     | From                 | To                   | Acres |
|-------------------|----------------------|----------------------|-------|
| Aegean Av         | Clayton St           | Olympia Av           | 0.16  |
| Albrecht Av       | Old Dixie Hy         | W Orange Blossom TL  | 0.06  |
| Allen St          | Dudley Av            | Overlook St          | 0.69  |
| Anton Av          | W Kelly Park Rd      | W. James Ave         | 0.16  |
| Baptist Camp Rd   | Kelly Park Rd        | Dead End             | 0.76  |
| Beauclair Av      | Dora Dr              | Hill Rd              | 1.43  |
| Benito Juarez Cir | N. Hermit Smith Rd   | La Mojadita Ct       | 0.01  |
| Boch Rd           | Plymouth Sorrento Rd | Dead End             | 1.04  |
| Boy Scout Blvd    | Old Dixie Hwy        | Hwy 441              | 0.09  |
| Cedar St          | Holley St            | Pine St              | 0.06  |
| Cemetery Rd       | Sadler Av            | Dead End             | 3.14  |
| Clayton St        | Crane St             | Beauclair Dr         | 1.60  |
| Cobb Rd           | N Hermit Smith Rd    | Dead End             | 0.26  |
| CR 437            | Boy Scout Rd         | Hooper Farms Rd      | 1.79  |
| CR 437            | Hooper Farms Rd      | Ocoee Apopka Rd      | 9.91  |
| CR 437            | Hwy 441              | King Rd              | 6.08  |
| CR 437            | Lakeview             | Lust Rd              | 11.79 |
| CR 437            | Lust Rd              | Boy Scout Rd         | 3.26  |
| CR 500            | Hwy 441              | Crane St             | 3.81  |
| Dew Berry Av      | Monk Av              | Dead End             | 0.10  |
| Dora Dr           | Beauclair Av         | Dudley Av            | 1.62  |
| Dora Dr           | Dudley Av            | Earlwood Dr          | 1.93  |
| Dora Dr           | Earlwood Av          | Sloewood Av          | 1.39  |
| Dora Dr           | Sloewood Dr          | Sadler Av            | 3.60  |
| Dowman Dr         | Plymouth Sorrento Rd | Dead End             | 2.62  |
| Dudley Av         | Dora Dr              | Hwy 441              | 3.82  |
| Earls Ln          | N ROCK SPRINGS RD    | Dead end             | 0.08  |
| Earlwood Av       | Dora Dr              | N. Orange Blossom Tr | 1.88  |
| Earlwood Av       | Dora Dr              | Trimble Park Rd      | 1.38  |
| Effie Dr          | Ondich Rd            | W. Kelly Park Rd     | 4.13  |
| Elysium Blvd      | Clayton St           | Dead End             | 0.34  |
| Faye St           | Junior Av            | N. Rock Springs Rd   | 0.59  |
| Florence St       | W. Kelly Park Rd     | W. Simmon Ave        | 0.33  |
| Fortune Ln        | Stanwin Dr           | Oren Ct              | 0.13  |
| Frances Ann Ct    | Laughlin Rd          | Dead End             | 0.46  |
| Franklin Rd       | Earlwood Av          | Dora Dr              | 0.77  |
| Fudge Rd          | Kitt Av              | Hermit Smith Rd      | 0.90  |
| Galloway Rd       | Longhorn Dr          | Dead end             | 0.03  |
| George Martin Rd  | Holly St             | Holly Creek RD       | 1.00  |
| Gillespie Dr      | Dew Berry Av         | Fudge Rd             | 0.17  |
| Golden Gem Rd     | W. Kelly Park Rd     | W. Ponkan Rd         | 7.50  |
| Grove Ln          | Dora Dr              | Lake Carlton Dr      | 0.58  |
| Haas Rd           | Plymouth Sorrento Rd | McGuire Rd           | 2.49  |
| Hemlock Dr        | Lake Alma Dr         | Orchard Dr           | 0.29  |
| Hermit Smith Rd   | Valeview Dr          | N. Orange Blossom Tr | 1.95  |
| Hermit Smith Rd   | Yothers Rd           | Valeview Dr          | 1.95  |
| Highland Av       | Schopke Lester Rd    | Plymouth Sorrento Rd | 0.46  |
| Hill Av           | Beauclair Av         | Overlook St          | 0.23  |

## ATTACHMENT A

| Location Name        | From                                    | To                   | Acres |
|----------------------|---|----------------------|-------|
| Holley St            | N. Rock Springs Rd                      | Cedar St             | 0.04  |
| Holly Creek Rd       | Mohawk Dr                               | Dead End             | 1.11  |
| Holly Ct             | Holly St                                | Dead End             | 0.28  |
| Holly St             | Holly Ct                                | Dead end             | 2.15  |
| Holly St             | Laughlin Rd                             | N. Orange Blossom Tr | 2.01  |
| Holstein Rd          | W. Kelly Park Rd                        | Santa Gertrudis Dr   | 0.47  |
| Jacquelyn Dr         | Robinson St                             | Maggiore Tr          | 0.79  |
| James Av             | Rock Springs Rd                         | EOM                  | 0.05  |
| Janet Av             | Harry St                                | Janet St             | 0.02  |
| Jaymara Pl           | Spring Hollow Blvd                      | Dead End             | 0.08  |
| Jeanette St          | N. Lake Pleasant Rd                     | Dead End             | 0.38  |
| Joey McGuckin Rd     | Plymouth Sorrento Rd                    | Dead End             | 0.20  |
| Jones Av             | N. Orange Blossom Tr                    | County Boundary      | 24.20 |
| Jones Av             | N. Orange Blossom Tr                    | Round Lake Rd        | 2.16  |
| Junction Rd          | W. Ponkan Rd                            | W. Orange Blossom Tr | 3.40  |
| Junior Av            | E. Ponkan Rd                            | Faye St              | 0.62  |
| King Ave             | Round Lake Rd                           | Robinson St          | 1.45  |
| Kitt Ave             | Fudge Rd                                | Cul-de-sac           | 0.26  |
| Lake Alma Dr         | N. Lake Pleasant Rd                     | Dead End             | 1.40  |
| Lake Carlton Dr      | Dead end                                | Dead end             | 0.70  |
| Lake Ola Dr          | Earlwood Av                             | N. Orange Blossom Tr | 1.23  |
| Lake Pleasant Rd     | Votaw Rd (Don't mow in frt of Bent Oak) | Orchard Dr           | 0.57  |
| Lake St              | Lake Ola Dr                             | Dudley Av            | 0.60  |
| Lakeview Dr          | CR 437                                  | HWY 441              | 0.42  |
| Laughlin Rd          | N. Orange Blossom Tr                    | Jones Av             | 0.54  |
| Laughlin Rd          | Sadler Rd                               | N. Orange Blossom Tr | 4.54  |
| Little Joe Ct        | Ponkan Pines Dr                         | Dead End             | 0.20  |
| Longhorn Dr          | Mt Plymouth Rd                          | Shorthorn Dr         | 0.23  |
| Maggiore Tl          | Dead end                                | Dead end             | 0.73  |
| Maine St             | Old Dixie Hwy                           | Massachusetts St     | 0.59  |
| McDonald Gley Rd     | Wilkens Rd                              | Daed End             | 0.58  |
| McDonald St          | Round Lake Rd                           | Winfred Av           | 0.33  |
| McGuire Rd           | Haas Rd                                 | Dead End             | 0.41  |
| Meadowland Dr        | Round Lake Rd                           | Dead End             | 2.89  |
| Mohawk Dr            | Willow St                               | Holly St             | 0.74  |
| Monk Av              | Dew Berry Av                            | Fudge Rd             | 0.07  |
| Mt Plymouth Rd       | Haas Rd                                 | County Boundary      | 4.09  |
| Mt Plymouth Rd       | W. Kelly Park Rd                        | Haas Rd              | 3.06  |
| Myrtle St            | Washington Av                           | Dead End             | 0.06  |
| N New Hampshire Ave  | Old Dixie Hwy                           | Dead end             | 0.31  |
| N. Rock Springs Rd   | E. Welch Rd                             | E. Ponkan Rd         | 7.50  |
| N. Wekiva Springs Rd | Votaw Rd                                | Seminole County Line | 4.68  |
| Natureland Ct        | Elysium Rd                              | Dead End             | 0.09  |
| Oakpoint Cir         | N. Thompson Rd                          | Wekiva Landing Dr    | 0.08  |
| Ola Beach Dr         | Sadler Rd                               | N. Orange Blossom Tr | 0.54  |
| Old Dixie Hy         | Errol Estates fence behind Winn Dixie   | Highland Av          | 3.44  |
| Old Dixie Hy         | N. Hawthorne Av                         | Vick Rd              | 3.76  |
| Ondich Rd            | Plymouth Sorrento Rd                    | Effie Dr             | 2.88  |

## ATTACHMENT A

| Location Name        | From                 | To                   | Acres |
|----------------------|----------------------|----------------------|-------|
| Ondich Rd            | Round Lake Rd        | Effie Dr             | 3.06  |
| Orchard Dr           | N. Lake Pleasant Rd  | N. Wekiwa Springs Rd | 0.42  |
| Overlook St          | Allen St             | Hill Av              | 0.58  |
| Pebble Ln            | N. Rock Springs Rd   | Dead End             | 0.08  |
| Phils Ln             | W. Ponkan Rd         | Dead End             | 0.40  |
| Pine St              | N. Rock Springs Rd   | Cedar St             | 0.05  |
| Plymouth Oaks Rd     | Plymouth Sorrento Rd | Dead End             | 0.39  |
| Plymouth Sorrento Rd | W. Orange Blossom Tr | w Ponkan Rd          | 8.10  |
| Plymouth Sorrento Rd | W. Kelly Park Rd     | Lake County Line     | 8.62  |
| Plymouth Sorrento Rd | W. Ponkan Rd         | w Kelly Park Rd      | 7.64  |
| Ponkan Pines Dr      | Plymouth Sorrento Rd | Little Joe Ct        | 0.49  |
| W. Ponkan Rd         | N. Orange Blossom Tr | Winifred Av          | 0.71  |
| W. Ponkan Rd         | Plymouth Sorrento Rd | City Limit           | 1.94  |
| W. Ponkan Rd         | Plymouth Sorrento Rd | Junction Rd          | 8.34  |
| W. Ponkan Rd         | n Rock Springs Rd    | Apopka City Limit    | 2.12  |
| W. Ponkan Rd         | n Rock Springs Rd    | Junior Av            | 0.75  |
| W. Ponkan Rd         | Winifred Av          | Junction Rd          | 0.70  |
| Robinson St          | King Ave             | N. Orange Blossom Tr | 0.19  |
| Rogers Rd            | W. Lester Rd         | Dead End             | 1.68  |
| Round Lake Rd        | W. Kelly Park Rd     | County Line          | 7.80  |
| Round Lake Rd        | W. Ponkan Rd         | McDonald rd          | 0.17  |
| Round Lake Rd        | W. Ponkan Rd         | Sadler Rd            | 4.83  |
| Round Lake Rd        | Sadler Rd            | W. Kelly Park Rd     | 2.15  |
| Hermit Smith Rd      | Hogshead Rd          | General Electric     | 0.98  |
| Hermit Smith Rd      | W. Orange Blossom Tr | Hogshead Rd          | 0.63  |
| Sadler Rd            | Dora Dr              | Lake County Line     | 3.46  |
| Sadler Rd            | Dora Dr              | Sloewood Dr          | 1.53  |
| Sadler Rd            | Ola Beach Dr         | N. Orange Blossom Tr | 0.72  |
| Sadler Rd            | Round Lake Rd        | Dead End             | 1.18  |
| Sadler Rd            | Sloewood Dr          | Ola Beach Dr         | 0.56  |
| Sadler Rd            | Sloewood Dr          | Sloewood Ct          | 0.80  |
| Sadler Rd            | N ORANGE BLOSSOM TL  | Laughlin Rd          | 2.04  |
| Sadler Rd            | Laughlin Rd          | Round Lake Rd        | 3.41  |
| E. Sandpiper St      | Ustler Rd            | n Thompson Rd        | 0.82  |
| School St            | Old Dixie Hy         | W. Orange Blossom Tr | 0.07  |
| Schopke Rd           | Plymouth Sorrento Rd | Schopke Lester Rd    | 3.02  |
| Shepard Av           | Old Dixie Hy         | W. Orange Blossom Tr | 0.05  |
| Shorthorn Dr         | Longhorn Dr          | Holstein Rd          | 0.27  |
| E. Simon Av          | N. Rock Springs Rd   | End of Maintenance   | 0.19  |
| Sloewood Ct          | Sadler Rd            | Dead End             | 0.19  |
| Sloewood Dr          | Dora Dr              | Sadler Rd            | 0.90  |
| Spring Hollow Bv     | n Rock Springs Rd    | Dead End             | 0.56  |
| Stanwin Dr           | Mt Plymouth Rd       | Prevo Dr             | 0.33  |
| Stewart Av           | W ORANGE BLOSSOM TL  | W. Highland Av       | 0.15  |
| Tanglewide St        | Rouzer St            | Start of houses      | 0.20  |
| Terrell Rd           | N ORANGE BLOSSOM TL  | Dead End             | 4.00  |
| N. Thompson Rd       | E. Welch Rd          | E. Votaw Rd          | 5.67  |
| Trailer Haven Ln     | N. Rock Springs Rd   | Dead End             | 0.11  |

## ATTACHMENT A

| <b>Location Name</b> | <b>From</b>          | <b>To</b>             | <b>Acres</b>  |
|----------------------|----------------------|-----------------------|---------------|
| Trailwood Dr         | Lake Alma Dr         | Orchard Dr            | 0.30          |
| Trimble Park Rd      | Earlwood Av          | Park                  | 0.18          |
| Union St             | w Ponkan Rd          | Jones Av              | 0.24          |
| Ustler Rd            | E Welch Rd           | E. Sandpiper St       | 0.53          |
| Valerie Av           | Faye St              | w Ponkan Rd           | 0.78          |
| Valeview Dr          | Hermit Smith Rd      | Dead End              | 0.22          |
| Virginia Ann Ln      | Beauclaire Ave       | Dead End              | 1.15          |
| W. Kelly Park Rd     | Mt Plymouth Rd       | Baptist Camp Rd       | 3.64          |
| W. Lester Rd         | Vick Rd              | Dead end              | 0.68          |
| W. Lewis Ave         | Florence Av          | N. Rock Springs Rd    | 0.22          |
| Wadsworth Rd         | N. Orange Blossom Tr | Dead End              | 1.51          |
| Wagoner Py           | Spring Hollow Bv     | Dead End              | 0.09          |
| Washington St        | N. Orange Blossom Tr | Zellwood Elem. School | 0.75          |
| E. Welch Rd          | N. Rock Springs Rd   | n Wekiwa Springs Rd   | 4.91          |
| West Rd              | N. Rock Springs Rd   | EOM                   | 0.11          |
| Westford Dr          | Spring Hollow Bv     | n Rock Springs Rd     | 0.04          |
| Wilkens Rd           | N. Orange Blossom Tr | Dead End              | 0.50          |
| William Av           | Florence Av          | Rock Springs Rd       | 0.25          |
| Willow St            | N. Orange Blossom Tr | Mohawk Dr             | 2.32          |
| Winifred Ave         | W. Ponkan Rd         | N. Orange Blossom Tr  | 0.29          |
| Woodward Ave         | Robinson St          | Washington Ave        | 0.06          |
| Wright Av            | Lake St              | N. Orange Blossom Tr  | 0.42          |
| Yvonne St            | N. Lake Pleasant Rd  | TimberWolf TI         | 0.16          |
|                      |                      | <b>Total</b>          | <b>288.09</b> |