

AGREEMENT

BETWEEN

ORANGE BLOSSOM TRAIL DEVELOPMENT BOARD, INC.
&
YOUR COMMUNITY TREE SERVICE, LLC

Street Maintenance and Beautification

OBT-CRA

This AGREEMENT made this ____ day of ____, 2025, by and between the Orange Blossom Trail Development Board, Inc., a Florida not for profit corporation (hereinafter “Board”), and Your Community Tree Service, LLC, a Florida limited liability company whose address is 7316 Holly Street, Mount Dora, FL 32757 (“YCTS”) for street maintenance and beautification pursuant to ITB-CRA-2023-1 (“Agreement”).

I. AGREEMENT CHRONOLOGICAL ORDER

Delivery Location:

Orange Blossom Trail Development Board, Inc (OBTDDB)
2800 South Orange Blossom Trail, Suite A
Orlando Florida 32805

Your Community Tree Service, LLC
Ronald L. Lockhart
P.O Box 70
Zellwood, Florida 32798

ITB Title:	<u>OBTCRA - Maintenance & Beautification</u>
Solicitation No.:	<u>ITB-CRA-2023-1</u>
Budget Approved:	<u>September 22, 2023</u>
Date of Announced:	<u>November 29, 2023</u>
ITB Due Date:	<u>December 29, 2023</u>
ITB Revised Due Date:	<u>January 12, 2024</u>
ITB Due Time:	<u>12:00 PM Local Time, Orange County, Florida</u>
Agreement Approved by OBTDDB- Board	<u>March 27, 2024</u>
Agreement Approved by CRA Board	<u>TBA, 2025</u>
Agreement Executed	<u>TBA, 2025</u>
Contact Person OBTDDB	<u>Roger Dixon - Economic Development/CRA Project Manager</u>
Contact Number:	<u>(407) 855-1705 Office (407) 701-0774 Mobile</u>
Contact Email:	<u>roger.dixon@obtdb.com</u>
Contact Person YCTS	<u>Ronald Lockhart - Owner</u>
Contact Number:	<u>(407) 383-0442 Mobile</u>
Contact Email:	<u>communitytreeservice2016@gmail.com</u>

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III. OATH OF DELIVERABLES

YOUR COMMUNITY TREE SERVICES, LLC

By: _____
Ronald Lockhart, Principal

Date: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me by means of physical presence or online notarization, appeared **Ronald L. Lockhart, Principal of Your Community Tree Service**, a Florida limited liability company, known to me, or who has produced _____ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this ____ day of _____, 2025.

(Notary Seal)

Notary Signature

IV. OVERVIEW

The maintenance and beautification in the OBTNext focus area is under the Orange County, Florida jurisdiction. OBTDDB prefers an agreement that demonstrates alignment with the OBTNext Master Plan and CRA Plan. Your Community Tree Service (YCTS) submitted a financially commensurate agreement with the current and future economy. The word WORK consists of ALL YCTS responsibilities within this Agreement.

ALL QUESTIONS REGARDING THIS AGREEMENT SHOULD BE DIRECTED TO:

Roger Dixon, Economic Development/OBTDDB Project Manager
Orange Blossom Trail Development Board
2800 South Orange Blossom Trail Suite A'
Orlando Florida
Office: (407) 855-1705
Cell: (407) 701-0774
roger.dixon@obtdb.com

V. GENERAL CONDITIONS AND INSTRUCTIONS

- 1) **TERMS AND CONDITIONS:** In the event of any conflicts between this Agreement and the. Words and abbreviations with well-known technical or trade meanings are used according to such meanings.
- 2) Any changes to this Agreement will only be effective if in writing, agreed to by both parties. All Agreement terms and conditions will remain in effect unless they are specifically changed in an amendment.
- 3) Oral answers to questions about the interpretation of specifications or the contractual process will not be binding on OBTDDB. MULTI-YEAR AGREEMENT and EXTENSIONS Multi-year contracts may continue each fiscal year only after funding appropriations This AGREEMENT shall commence on _____ and end on _____. YCTS can request a maximum of two one-year extensions in writing, which the OBTDDB Board must consider in a public meeting. YCTS shall request an extension **before June 30th** of the working fiscal year.
- 4) **MISTAKES AGREEMENTS** YCTS must be thoroughly familiar with all Agreement documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. YCTS shall carefully and thoroughly examine the Agreement documents for completeness. Any Agreement claims will only be allowed on the basis that the Agreement documents are complete.
- 5) **PRICES** This Agreement is submitted on a firm, fixed price unless otherwise specified by OBTDDB.
- 6) **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the Agreement price. Prompt payment discounts may be considered in evaluating your discount request if the discount is not conditioned on payment being made in less than thirty (30) days from receipt of the invoice.

- 7) **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hard-copy documents dealing with critical facilities or sensitive information) received from OBTDB must be handled consistently with procedures for handling confidential information by using secure platforms such as software and services that encrypt the data and the use of strong passwords. YCTS is responsible for restricting the use of sensitive documents to project participants only and shall take appropriate measures to prevent the distribution of the sensitive documents to anyone inside or outside of YCTS's company except YCTS's project participants. After completion of the project, all sensitive documents remaining in YCTS's possession shall continue to be governed under non-disclosure terms and must continue to be stored securely. After such records are no longer needed for record purposes, the documents shall be destroyed or returned to OBTDB.
- 8) **DOCUMENTS, MATERIALS AND DATA** All documents, materials, or data developed because of this agreement are OBTDB's property. OBTDB has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of or developed because of this Agreement. OBTDB may use this information for its purposes, including reporting to state and federal agencies. YCTS warrants that it has title to or right to use all documents, materials, or data used or developed in connection with this Agreement.
- 9) **COMPENSATION** OBTDB will compensate YCTS in payment upon completion and acceptance of the work in monthly progress payments. Compensation shall not exceed the fixed firm Agreement amount within this Agreement. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, and copying, are included with the lump sum payment; and the responsibility of YCTS. No payment or reimbursement will be made for travel expenses, which include travel time and mileage.
- 10) **INVOICING** YCTS shall submit invoices in duplicate, which shall include a detailed breakdown of all charges for that monthly period, date of services, and itemized costs for service. YCTS must include workdays, work time, and work areas, such as "from Anderson St. to South St. on the east and west sides of OBT."

Invoices shall be based upon completing tasks and deliverables. All such invoices will be paid promptly by OBTDB unless any items thereon are disputed, in which event payment will be withheld pending verification of the amount claimed and the claim's validity. YCTS shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: Orange Blossom Trail, Attn: (Roger Dixon), 2800 South Orange Blossom Trail - Suite A Orlando, Florida 32805, or via email to the Project Manager, roger.dixon@obtdb.com.

- 11) **ELECTRONIC PAYMENT OPTION:** OBTDB might deposit directly to a designated financial institution account or YCTS or pay YCTS by mailed check. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment.
- 12) **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by OBTDB for work performed by a subcontractor under this contract, YCTS shall either pay any subcontractor for the proportionate share of the total payment received from OBTDB attributable to the work

performed by the subcontractor under this contract; or Notify OBTDB and subcontractor, in writing, of YCTS's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

- 13) PERSONNEL** Principal or key personnel included in the proposal may only be substituted with the written approval of OBTDB. Replacements for key personnel under the contract must have equivalent professional qualifications and experience like those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days before replacement for OBTDB review and approval or rejection.
- 14) PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the proposal document, rates quoted are to be firm for four (4) years after the award of a contract. These rates will apply to contract extensions, additional work, change orders, and contract modifications. A request for a price adjustment after four (4) years is subject to approval or rejection by the OBTDB Board. YCTS shall submit sufficient justification to the Project Manager to support YCTS's request. A request for price adjustment that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve months immediately prior to the date of the request may not be approved.
- 15) INTERPRETATION** Any questions concerning general instruction and specifications shall be directed to the Project Manager in writing. Signing and executing the Agreement shall be prima facie evidence that YCTS thoroughly understands the terms of the specification. YCTS shall take no advantage of any error or omission in the specifications.
- 16) DELIVERY** All "time limits" stated in the Agreement are of the essence. YCTS shall expedite the work and achieve substantial completion within the Agreement's time. Defective or unsuitable materials or workmanship shall be rejected and made good by YCTS, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- 17) TRAVEL TIME:** All travel costs are included within the lump sum monthly payment that YCTS included in its bid, so no travel time shall be charged.
- 18) DELAYS/EXTENSION OF TIME** If YCTS is delayed in the delivery of the supplies, equipment, or services by any act or neglect of OBTDB or by a separate YCTS employed by OBTDB, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by OBTDB, OBTDB shall review the cause of such delay and shall make an extension if warranted.
- All claims for extensions must be written notice sent to OBTDB's Project Manager within ten (10) calendar days after the date when the alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay YCTS believes to have suffered. The claim shall be forfeited and invalidated if the statement is not received within the prescribed time.
- 19) TERMINATION FOR DEFAULT** The contract may be canceled or annulled by OBTDB in whole or in part by written notice of default to YCTS upon nonperformance or violation of Agreement terms. YCTS (or its surety) shall be liable to OBTDB for costs to OBTDB above the defaulted Agreement prices.

- 20) TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part upon five (5) calendar days written notice when OBTDB determines that such termination is in its best interest. OBTDB shall be liable only for those accepted goods and/or services furnished before the effective date of such termination.

If funds are unavailable or have been diminished: (a) the OBTDB shall terminate this Agreement upon providing a 30-day written notice to YCTS, or (b) OBTDB shall diminish the scope of work and deliverables under this Agreement to reflect the available funding upon providing 30-day written notice to the YCTS and a revised scope of work.

The YCTS shall be entitled to reimbursement for any reasonable costs incurred due to the termination or diminution, including but not limited to costs incurred in connection with work already completed or resources allocated."

- 21) ABANDONMENT, DISSOLUTION, AND RESTRUCTURING** If YCTS abandons or defaults on the work on this Agreement, this Agreement will be terminated and OBTDB will have no further responsibilities hereunder. YCTS will not be considered in future contracts for the same type of work unless the scope of the work is significantly changed. Written notification of changes to the company name, address, telephone number, etc. shall be provided to OBTDB as soon as possible but by thirty (30) days from the change date.

- 22) CHANGES** OBTDB, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions, or modifications with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Project Manager.

Costs shall be limited to the following:

- a. cost of materials, labor, and additional costs of supervision and field office personnel are directly attributable to the change.
- b. The cost or credit to OBTDB from a change in the scope of work shall be determined by mutual agreement.
- c. YCTS shall perform all services and provide all equipment that may be required to complete the WORK contemplated at the agreed price.
- d. No alterations or variables in the terms of the contract shall be valid or binding upon OBTDB unless made in writing and signed by OBTDB.

- 23) EXTRA COSTS** If YCTS claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a request to increase compensation or time shall be submitted to the Project Manager for approval prior to the performance of such work.

- 24) GUARANTEE** All guarantees and warranties required shall be furnished by YCTS and delivered to the Project Manager (e.g., other required documents, operating manuals, maintenance manuals/schedules, etc.) before final payment is made.

YCTS guarantees that the items conform to this document's design and specifications and drawings, samples, or other descriptions. YCTS further ensures the items will be free from defects in materials and quality, latent or patent, and are suitable for the intended purpose as

far as YCTS knows or has reason to know. Unless another effective period is specified, the guarantee contained herein shall remain in full force and effect for at least one year after initial delivery to OBTDB.

25) DEFECTIVE SUPPLIES/SERVICE Defective or unsuitable materials or workmanship shall be rejected and shall be made good by YCTS. YCTS shall be responsible for professional quality, technical accuracy, timely completion, and coordination of all its efforts and other services furnished by YCTS under the Agreement. Without additional compensation, YCTS shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any defects arising out of the acts or omissions of YCTS found during or after the services performed by or for YCTS under this Agreement, regardless of OBTDB's knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to OBTDB.

26) LEGAL REQUIREMENTS All materials, equipment, supplies, and services shall conform to applicable Federal, State, County, and OBTDB laws, statutes, rules, and regulations. YCTS shall observe and comply with all Federal, State, County, and OBTDB laws, statutes, rules, and regulations that affect the WORK. The State of Florida's laws shall govern this contract's provisions.

27) SUBCONTRACTING When allowed by OBTDB, if YCTS intend to subcontract any portion of the work, including delivery, installation, or maintenance, YCTS will submit to OBTDB before the start of work: 1) a description of the items to be subcontracted 2) all subcontractor names, addresses, and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. OBTDB shall review such request within 3 days of receipt and inform YCTS, in writing, as to whether OBTDB approves the subcontracting of such services and the proposed subcontractor which YCTS intends to have perform the work.

If allowed, subcontracting the WORK does not relieve YCTS from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between OBTDB and any subcontractor.

28) ADDITIONAL ITEMS OBTDB reserves the right to add or delete any item(s) from the Agreement in whole or in part at OBTDB's discretion without affecting the Agreement prices for any item or remaining work.

OBTDB may waive minor differences (example: type of mulch, hedges, palm trees) in the specifications in the Agreement provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

29) AUTHORITY OF OBTDB EXECUTIVE DIRECTOR IN DISPUTES Any dispute concerning a question of fact arising under the Agreement signed by OBTDB and YCTS shall be decided by OBTDB Executive Director who shall notify YCTS in writing of the determination. YCTS shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending the final decision of the dispute herein, YCTS shall proceed diligently with performance under the Agreement signed by OBTDB and YCTS. The decision of OBTDB Executive Director shall be final and conclusive

- 30) NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of YCTS in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon YCTS.
- 31) MISCELLANEOUS PROVISIONS** OBTDB and YCTS each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect of all covenants, agreements, and obligations contained in the Agreement document. YCTS shall not assign the contract or sublet it without the written consent of OBTDB, nor shall YCTS assign any monies due or to become due hereunder without the previous written consent of OBTDB.
- 32) Duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.**
- 33) EQUAL EMPLOYMENT OPPORTUNITY** YCTS will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. YCTS will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment regarding the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. YCTS agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- If YCTS fails to comply with nondiscrimination clauses of this Agreement or fails to include such contract provisions in all subcontracts, this Agreement may be declared void, cancelled, terminated or suspended in whole or in part and YCTS may be declared ineligible for further contracts with OBTDB. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to OBTDB Executive Director who shall commence a prompt investigation of the alleged violation. Pursuant to such an investigation, YCTS will permit access to YCTS's books, records, and accounts. If OBTDB Executive Director concludes that YCTS has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.
- 34) LANGUAGE:** If applicable, YCTS shall appoint one or more crew members or supervisors to act as liaison with OBTDB and emergency service personnel. All liaisons shall be fluently bilingual in English and YCTS's employees' language(s), and at least one liaison shall be always present at each work site when any of YCTS's employees or agents are at the site.
- 35) IMMIGRATION REFORM AND CONTROL ACT:** YCTS shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. YCTS shall further assure OBTDB that, in accordance with the Act, it does not and will not discriminate against an individual with respect

to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status

VI. INDEMNIFICATION

OF ORANGE COUNTY FLORIDA, COMMUNITY REDEVELOPMENT AGENCY OF ORANGE COUNTY, AND THE ORANGE BLOSSOM TRAIL DEVELOPMENT BOARD, INC.: YCTS shall indemnify and save harmless the Orange County Florida Community Redevelopment Agency of Orange County, and the Orange Blossom Trail Development Board, Inc. from all suits, actions, and damages or costs of every name and description to which Orange County Florida, Community Redevelopment Agency of Orange County, and the Orange Blossom Trail Development Board, Inc. may be subjected or put because of injury to persons or property as a result of the WORK, whether caused by negligence or carelessness on the part of YCTS, or subcontractors or agents of YCTS. By signing and executing this Agreement document, the YCTS authorized agent acknowledges and accepts the terms and conditions of the following Indemnification.

VII. DISCRIMINATION

An entity or affiliate on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to OBTDB, may not submit a proposal on a contract with OBTDB for the construction or repair of a public building or public work, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with OBTDB, and may not transact business with OBTDB.

VIII. GENERAL RESPONSIBILITIES

The following specifications are set at a minimum to gain the desired OBTDB standards. Quantities and frequencies of services estimate the anticipated needs of OBTDB and may be provided as information only. Therefore, estimated quantities and frequencies may increase or decrease as a direct result of the actual needs of OBTDB.

IX. SCOPE OF WORK

Shall refer to each section for the scope of that section, i.e., Landscape Maintenance; Irrigation Services; Bulk, Debris, and Litter Pick Up; Bus Stop Cleaning, Shelter Maintenance, and Pressure Washing; and Palm Tree Pruning for a detailed list of specific functions. It is YCTS's responsibility to conduct a comprehensive assessment of the project area to determine the most competitive price for this AGREEMENT.

i. Irrigation

- a) All applicable codes shall be followed to repair broken underground irrigation lines.
- b) Broken heads shall be replaced with new identical heads or repaired with the original manufacturer's parts to function according to the manufacturer's specifications.
- c) Faulty valves shall be replaced with new identical valves or repaired to the original manufacturer's specifications.

- d) Any head that is not properly functioning shall be examined for material(s) lodged in the head. The head shall be disassembled, cleaned, reassembled, and checked.
- e) An underground wire tracer shall be used to locate wiring breaks. Breaks shall be repaired in accordance with all applicable local codes and with waterproof connectors.
- f) Underground central pipe repairs shall be marked with metallic tape or low-voltage wires before backfilling (if applicable). Underground irrigation repairs shall be performed in accordance with relevant codes.
- g) YCTS shall restore the landscape to its original condition, including re-seeding, replanting shrubs, mulching, and providing straw as needed.
- h) YCTS shall remove all debris resulting from installing and repairing irrigation systems.
- i) Trenching and backfilling - minimum depths shall be measured from the soil surface to the top of the pipe. Piping shall be buried at the following depth – open areas: main lines – 24", lateral lines – 18", and under paving – 36" utilizing a 4" sleeve. All backfilled trenches shall be adequately settled and compacted as per code requirements.
- j) All PVC pipes shall be cut evenly and wiped clean without any burrs or rough edges before fitting. Primer and solvent shall be applied according to the manufacturer's specifications. The pipe and fitting shall be assembled and cured according to manufacturer specifications before lines are charged with water.
- k) All threaded connections shall be made watertight without leakage. Teflon tape or approved pipe joint compound shall be used where appropriate.
- l) All gate valves shall be at least 18" deep (measured from the top of the valve casing to the soil surface) and shall have a valve box placed over the valve with the top of the box, even with the surrounding grade. The bottom of the valve box shall be a minimum of 4" above the top of the irrigation pipe.
- m) The wire shall be color-coded so that the standard wire is the same color throughout the site, and the individual zone wires shall be different from the standard wire. The wire shall be run in the pipe trenches and buried a minimum of 18" deep. Loose wires shall be bundled together with plastic "keepers" or electric friction tape every 24". At OBTDB's request, YCTS may have to install wires in metal or gray PVC electrical conduits. Outdoors, from the irrigated area to the controller, shall run the control wires through the PVC electrical conduit. Two extra wires shall be included in the bundle.
- n) All electrical connections shall be made with waterproof one-step connectors or approved equivalent. All splices of wiring shall have a valve box installed around the splices. The wiring connections at the valve shall be made so that at least eight (8) extra inches of wire are left for each connection.

- o) All central and lateral lines shall be thoroughly blown out with water before connecting any sprinkler heads.
 - p) Heads shall be connected to the lateral lines with flexible pipe and threaded adapters.
 - q) All heads shall be set to cover the area adequately and correctly. Heads next to walks or curbs shall be set 4" to 6" away from paving or concrete and selected for use according to the manufacturer's recommendations. Heads shall be adjusted to cover the areas according to the manufacturer's specifications.
 - r) Buried heads resulting from mulch, soil, or other debris shall be raised to the proper level.
- ii. **Pressure Washing (Bus Shelters & Bus Stops)**
 - a) It is expected that during the routine performance of the different maintenance operations, YCTS workers must be aware of site conditions and keep a neat and clean appearance.
 - b) It is essential that problems, or potential problems that these procedures may cause, should be brought to the attention of OBTDB Project Manager as soon as possible for action.
 - c) Work shall be performed during or after business hours, on weekends, and during holidays as directed by OBTDB.
 - d) YCTS shall be required to respond to OBTDB services requests and safety issues within 1 hour during business hours (7:00 am – 5:00 pm) Monday to Friday and within 4 hours during non-business hours (After 5:00 pm Mondays to Friday and other days, i.e., Weekends and Holidays).
 - e) YCTS shall provide one primary and alternate emergency phone number. It is imperative that YCTS can be reached at these numbers in case of any emergencies that may come up, especially after work hours.
 - f) YCTS shall provide 24-hour emergency service, including contacts, phone numbers, email addresses, or other available contact information.
 - g) YCTS to furnish all labor, supervision, equipment, tools, supplies, and all efforts necessary to clean and remove all trash, gum, stickers, graffiti, debris, and human bio-waste from sidewalks/bus shelters adjacent to and within 10 feet of bus stops/shelters, on and around street furniture, including trash receptacles, using pressure washing equipment.
 - h) Treat malodorous stains with fragrant disinfectants. Uniformly perform duties based upon directed frequency.
 - i) Graffiti Removal – Clean with solution or pressure wash graffiti, stickers, and unauthorized or illegal signs from pavements, trees, poles, planters, street furniture, news racks, bus stops, utility bases, and other relevant surfaces daily. Such removal shall be done in a manner that does not damage the surface of the receptacle, pavement, or public street

furniture. All graffiti must be removed from ground and wall surfaces within 10 feet of the bus stop/shelter.

- j) Human Bio-waste – Remove all human bio-waste, thoroughly clean with a disinfecting agent or pressure wash with a similar agent from trash cans, pavements, trees, poles, planters, street furniture, news racks, utility bases, and any other relevant surfaces when applicable or within 10 feet of bus stops. Such removal shall be done in a manner not to damage the surface of the receptacle,
 - k) Pavement or public street furniture. Personnel shall be courteous and helpful to OBTDDB merchants, residents, visitors, pedestrians, and OBTDDB personnel.
 - l) All storefront areas, including storefront glass areas, shall be protected to avoid water seepage into storefronts, and debris on the sidewalk areas should be picked up immediately before washing.
 - m) YCTS(s) shall be able to provide their water source. YCTSs shall only use County-owned fire hydrants if the Public Works Department has authorized a construction meter.
 - n) It shall be a requirement that YCTS utilizes portable, mobile, self-contained, high pressure, multiple nozzle head enclosed units with a forced water spray of 2000 to 5000 psi, maintaining a minimum water temperature of 180 degrees Fahrenheit for all hot water cleaning/pressure washing.
 - o) Other types of power washing equipment may be allowed, providing the equipment is preapproved by OBTDDB. It can maintain a pressure of 2000-5000 psi, a water temperature of 180 degrees Fahrenheit, water removal capabilities, and debris vacuuming capabilities installed to operate during equipment operating cycles without excessive water dispersal.
 - p) It is a requirement that the assembly have vacuuming capabilities for water and debris (simultaneous total removal).
 - q) All water pools left after cleaning must be removed.
 - r) Proper warning signage must be permanently displayed in the areas being cleaned.
- iii. **Palm Trees Pruning**
- a) YCTS shall perform corrective and aesthetic pruning on all trees within the covered areas.
 - b) Corrective pruning shall be performed at the appropriate time of each year to maintain the natural shapes and characteristics of the variety.
 - c) Interfering or crossed limbs shall be removed, along with any suckers.
 - d) All limb removal shall be done by good horticultural practice.

- e) Aesthetic pruning shall consist of the removal of dead, diseased, or broken twigs and branches, as well as suckers growing at the base.
 - f) Aesthetic pruning shall be performed as often as necessary to have the trees always appear neat and orderly.
 - g) Aesthetic pruning includes the removal of all dead, diseased, or broken branches, old flower stalks, and fronds from all palm trees. Cutting equipment should be cleaned between pruning.
 - h) Limbs overhanging walkways, driveways, streets, or parking areas shall be trimmed to prevent interference with pedestrian or vehicular traffic. Limbs blocking visual access to street signs shall be trimmed on a regular basis.
 - i) YCTS will furnish all necessary supervision, labor, vehicles, and equipment, including, but not limited to, ladders and bucket lifts (use of spikes to climb trees is prohibited in all locations) and hand and power tools needed for the efficient and effective trimming services.
 - j) Equipped with all required warning lights, a cab-mounted revolving or flashing amber light can be seen from the vehicle or trailer's front, sides, and rear. Tractor mowers shall be equipped with a standard, rear-mounted, "slow moving vehicle" sign as required by the Motor Vehicle Administration of Florida.
- iv. Solid Waste, Bulk, Trash Pick Up**
- a) YCTS shall assign a specific person or group to the project service area for the daily collection of solid waste, bulk, and trash pickup along service routes and assigned to collect large furniture items, appliances, motors, tires, construction debris, automobile parts, bicycles, mattresses, box springs, garbage, and other items as may be dumped illegally.
 - b) YCTS shall prioritize citizen satisfaction in providing services under this Agreement. YCTS shall train its employees to be customer service-oriented and to interact with citizens positively and politely when performing contract services.
 - c) YCTS's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Project Manager's reasonable opinion, YCTS is not interacting positively and politely with citizens, the Project Manager shall direct YCTS to take all remedial steps to conform to these standards.
 - d) During operations, YCTS must exercise extreme caution to ensure that no damage is done to public or private properties.
 - e) YCTS's vehicles must be marked externally with the owner/operator's name, the contract number, and the vehicle ID number. Those markings must be visible on both sides of the vehicle and the front wall of the bed. All markings must be certified by the State. A list of all cars, with the owner/operator's name, vehicle ID number, and hauling number, must be submitted to OBTDB's Project Manager by YCTS before the vehicles are placed in service.

- f) YCTS shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.
 - g) YCTS shall provide all labor, materials, tools, protective clothing, heavy machinery, equipment, vehicles, and supplies required to pick up collections.
 - h) YCTS will be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed.
 - i) YCTS shall remove, transport, and dispose of all debris and other materials to proper disposal collection sites according to all applicable laws.
- v. Landscaping Maintenance**
- a) Grass cuttings remnants shall be removed from all walkways and paved areas by vacuuming or blowing onto turf or another method of YCTS's choice on the same day as the cutting.
 - b) Any settling, washouts, or damage due to YCTS's vehicles or equipment shall be filled, graded, replanted, and repaired to original condition.
 - c) Leaf blowers are to be used on median range settings unless a particular situation exists where more power is required, i.e., wet grass sticking to the surface, extra heavy debris, etc. The high range may be used in these cases, but only intermittently.
 - d) Leaf blowers shall not be used on designated "spare the air" days.
 - e) Lawn clippings or debris will be blown back onto the immediate lawn areas or into piles in the street gutters and removed.

X. TECHNICAL SPECIFICATIONS

By signing the Total Agreement Sheet, YCTS has carefully examined all the Agreement documents, familiarized itself with the nature of the WORK, and accepts the terms and conditions herein.

i. Level of Service:

The level of service will be a performance-based contract. The technical specifications described herein define the minimum quality levels to be met by YCTS and place the responsibility for how to accomplish this on YCTS. The primary focus is on the result, and customer service and quality control shall meet or exceed the minimum standards established by the Agreement. WORK shall adhere to turf management practices and horticultural practices as recommended by the Institute of Food and Agricultural Services (IFAS), the University of Florida, Gainesville, Florida, as found in the current edition of the following publication: "Florida Lawn Handbook."

ii. Service Hours:

All services shall be performed between the hours of 7:00am-6:00pm, Monday through Saturday, unless otherwise specified by OBTDB's Project Manager.

iii. Work Schedule and Reporting:

YCTS shall coordinate the maintenance work schedule with OBTDB's Project Manager and shall email a written monthly work schedule prior to the first of each month, and YCTS shall email a report of work performed during the prior month by the 20th of each month.

iv. Safety:

YCTS shall make every effort to maintain a safe work environment. YCTS shall:

- a.** Provide all personnel with safety equipment required to perform the WORK.
- b.** Maintain all equipment to manufacturer's safety specifications.
- c.** Adhere to all FDOT (Florida Department of Transportation) and MUTCD (Manual on Uniform Traffic Control Devices) right-of-way safety standards.

v. Damage:

If damage is a result of the service provided by YCTS, YCTS shall be responsible for replacing all damaged items of the same size and type, within three (3) days of notice by OBTDB's Project Manager.

vi. Site Inspections:

OBTDB will inspect sites at the completion of each day's work. Any non-compliant conditions must be corrected within forty-eight (48) hours from the day of services and prior to invoicing OBTDB. Emergencies must be corrected immediately or within a 24-hours period.

vii. Compensation:

Payment will be made on a unit basis upon acceptance by OBTDB. YCTS must submit its invoice to OBTDB as monthly for work completed, and OBTDB shall pay the invoice within thirty (30) days of receipt and acceptance of the WORK performed.

viii. Change Orders:

Any work outside of the scope must be in writing and approved by OBTDB PM prior to the commencement of WORK.

ix. License:

YCTS must be qualified under the laws, rules, and regulations of the State of Florida, Orange County Government, and OBTDB of Orlando to perform the work required by these documents.

x. Insurance:

Without limiting YCTS's indemnification, it is agreed that YCTS will purchase at their expense and continuously maintain the following insurance in force during the performance of services under this agreement. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. Certificates of Insurance must be furnished to OBTDB, naming the Orange Blossom Trail Development Board, Inc. as additional insured. OBTDB must be exempt from and in no way liable for any sum of money that may represent a deductible in any insurance policy. The payment of such deductible must be the sole responsibility of the YCTS providing such insurance. These certificates must provide ten (10) calendar days' notice to OBTDB in case of cancellation, non-renewal, or a material change in the policy.

xi. Commercial General Liability Insurance:

YCTS shall provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent YCTS's, products/completed operation broad form property damage, blanket contractual and personal injury endorsements.

Comprehensive Automobile Liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$100,000.00 per person, \$300,000.00 per occurrence and \$100,000.00 property damage.

YCTS shall complete and submit the Quality Review Form (attached herein as attachment DD) for each completed designated location, along with before and after pictures within 48 hours after completion of each designated location.

YCTS must provide a DIRECTIONAL SIGN when working in the median and close to the sidewalk.



EXAMPLE OF A DIRECTIONAL SIGN ON THE BACK OF A WORK TRUCK

A. LANDSCAPE MAINTENANCE

✓ **SCOPE OF WORK**

The work generally consists of providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform lawn maintenance and landscaping of OBT's rights-of-way, landscape buffers, and vacant lots. The WORK consists of mowing, edging, trimming, pruning shrubs, hedges, palm trees pruning, disease and pest management, weed control, application of herbicide, and debris pickup.

▪ **Definition(s):**

Bulk Trash - Bulk Trash consists of but is not limited to the following: automotive parts and materials, household appliances, mattresses, box springs, indoor/outdoor furniture, carpet, plastic swimming pools, shopping carts, and drywall/lumber.

Litter - consists of the following but not limited to the following: poster & sign removal, any discarded, used, or unconsumed substance or waste material, whether made of aluminum, glass, plastic, rubber, paper, or other natural or synthetic material, or any combination thereof, including, but not limited to, any bottle, jar or can, or any top, cap or detachable tab of any bottle, jar or can, any unlighted cigarette, cigar, match or any flaming or glowing material or any garbage, trash, refuse, small debris, rubbish, newspaper, magazines, glass, metal, plastic or paper containers or other packaging or small construction material which has not been deposited in a litter receptacle."

- YCTS should remove litter and debris before mowing for aesthetic and safety reasons. YCTS shall perform litter and debris removal in all WORK areas, and disposal shall include natural and man-made debris such as tree limbs, palm fronds, leaves, dry brush, glass and plastic containers, tire pieces, and vehicle parts. YCTS shall remove all trimmings and cuttings resulting from YCTS's WORK, which shall be removed from adjacent walks, drives, gutters, curbs, and other hardscape surfaces on the same day. YCTS shall dispose of all debris off-site per federal, state, and local regulations. Pickup should take place no less than 10 feet from the right-of-way.
- YCTS shall trim and properly edge all shrub and flower beds, tree rings, curbs, sidewalks, street edges, lights, parking lots, and other concrete and asphalt edges with each mowing service to provide uniform edge lines. A mechanical blade edger shall be used for all edging. Edging with string-type trimmers is not permitted. OBTDB's Project Manager shall approve using any chemicals for edging before application. The median shall be manicured/edged, and hedges or flowers shall be cut back at least 18 inches from the median edge.
- String trimming height shall match the surrounding turf height. Extra care shall be taken to avoid damaging trunks, bark, and the roots of trees and shrubs. Filament-type trimmers can be used at the base of fixed structures such as cable or telephone boxes, transformers, catch basins, and concrete poles.
- YCTS shall perform weed control as often as necessary to maintain weed-free condition of established turf and landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, concrete areas, etc. During the WORK, YCTS may use herbicides to kill all weeds and foreign grasses. Use of pre-emergent is encouraged.

- All turf, plant insects, and disease control are the responsibilities of the YCTS. YCTS shall treat them as often as necessary to prevent the establishment of insects and disease in turf and landscaping, including grass areas, trees, shrubs, hedges, and flower beds. YCTS shall supply all insect and disease control treatments, chemicals, herbicides, and ant killers.
- YCTS shall maintain all landscaping in a healthy, neat, and attractive condition, per the American Society of Landscape Architects' Standards. YCTS shall trim and eliminate weeds. Grass and weeds shall not be permitted to grow above the flower beds.
- YCTS shall prune as often as necessary to maintain a consistent and uniform appearance of hedges, shrubs, ground cover, trees, and palms under 10 feet tall. Shrubs shall be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape. The entire top of any hedge must be trimmed, which may require using a scissor lift or bucket truck, which YCTS must provide. Mechanical trimming may only be utilized when the mechanical trimmers will not damage the health or appearance of the plant. When cutting parts of branches, living buds shall be left at the end of each stub. OBTDB's Project Manager's designee shall establish plant material height and characteristics of various planting areas. Pruning shall include, but not be limited to, the following:
 - a. dead, dying, or unsightly branching.
 - b. sprouts growing from or near the base of a tree.
 - c. nuisance growth foliage shall be maintained to at least one foot from walkways, sidewalks, and other pedestrian thoroughfares.
- All turf shall remain at a uniform height. Mowing is to be accomplished free of scalping, rutting, bruising, or uneven cutting. YCTS must use sharp blades to mow, and turf shall not appear torn or ripped. All turf areas shall always look well-manicured. The height of the grass shall promote a healthy turf and provide a neat and professional appearance. The minimum standards for mowing are Bahia Grass, Bermuda Grass, or Zoysia Grass: YCTS may cut the grass when it reaches a height of 5 - 1/4 inches, but at most 6 inches. YCTS must cut the grass often enough to remove no more than 1/3 of the leaf surface during each cut. All turf areas shall always look well-manicured.

B. SOLID WASTE, BULK, TRASH AND LITTER PICK UP

✓ **SCOPE OF WORK**

YCTS shall provide Bulk Trash and Litter removal on Orange Blossom Trail, specified vacant lots, bus stops & shelters, within 30' width from the curb side, and medians. All service discrepancies shall be resolved by YCTS within 48 hours. It is YCTS's responsibility to supply trash bags for the totters. It is OBTDB's responsibility to supply totters. Bulky Trash does NOT include trash from tree removal or chemical waste.

▪ **Definition(s):**

Bulk Trash - Bulk Trash consists of but is not limited to the following: automotive parts and materials, household appliances, mattresses, box springs, indoor/outdoor furniture, carpet, plastic swimming pools, shopping carts, and drywall/lumber.

Litter - consists of the following but not limited to the following: poster & sign removal, any discarded, used, or unconsumed substance or waste material, whether made of aluminum, glass, plastic, rubber, paper, or other natural or synthetic material, or any combination thereof, including, but not limited to, any bottle, jar or can, or any top, cap or detachable tab of any bottle, jar or can, any unlighted cigarette, cigar, match or any flaming or glowing material or any garbage, trash, refuse, small debris, rubbish, newspaper, magazines, glass, metal, plastic or paper containers or other packaging or small construction material which has not been deposited in a litter receptacle."

- YCTS shall remove all Bulk Trash and Litter on and around the medians.
- For all ROW locations, YCTS shall remove all litter within 30' width from the curb side.
- YCTS shall provide all labor, safety, materials, litter bags, supplies, tools, transportation equipment, and anything else necessary for the performance of high-quality litter removal at all locations listed on OBT.
- YCTS shall complete litter removal services in the designated locations in a manner that results in a clean and satisfactory, free of litter, garbage, refuse, and other debris in accordance with the specifications herein.
- YCTS shall properly bag all litter from all designated locations and **Remove the Bags the Same Day.**
- YCTS shall complete the litter removal operations in such a manner so as not to damage the existing ground areas to include LYNX bus stops/shelters, and medians.
- Safety is always the responsibility of YCTS.
- YCTS's personnel shall wear safety vests when performing the WORK at all designated locations.
- YCTS shall assign a minimum of 4 crew in the OBTCRA project area. However, it is YCTS's responsibility to assign the necessary staff to complete the WORK.
- YCTS shall assign a project manager to manage and review the operations of this contract to ensure the WORK is completed by the specifications. The project manager must be able to communicate with OBTDB Project Manager daily.
- Litter shall be properly serviced and completed in its entirety by YCTS daily in all designated locations, as outlined in each group.
- Identify locations to place trash cans – and tape them into the concrete.
- Service Frequency - This contract consists of daily litter removal services in all designated locations including medians. It is necessary to get the job done while maintaining a trash-free and litter-free project area.

- During the contract term, YCTS may be requested by the Project Manager to provide additional selected jobs. YCTS shall be asked to provide a price quote for the additional services. All services must be approved by OBTDDB's Project Manager.
- YCTS must notify OBTDDB Project Manager if weather conditions prevent timely project completion on schedule, an extension of the scheduled deadlines may be negotiated with the Project Manager.

C. BUS STOP & SHELTER MAINTENANCE INCLUDING PRESSURE WASHING SERVICES

✓ **SCOPE OF WORK:**

YCTS shall furnish all labor, equipment, and supplies to clean and maintain all transit stops served by LYNX covered under this scope of work. YCTS shall maintain all areas covered by the scope of work in an outstanding condition. To keep this condition, YCTS must visit each LYNX bus stop and shelter a minimum of three times weekly. YCTS shall provide a Monthly Task Report, completed on service stop, to the OBT Project Manager (OBTPM). The Monthly Task Report must include the date, bus stop number, before and after photos (if requested by the OBTPM), and a description of the maintenance performed.

YCTS shall compile the Monthly **Task Reports** for each calendar month by location and provide the compiled reports as a Monthly Task Report to the OBTPM. YCTS shall always keep the work sites free from litter, waste materials, and debris accumulation, which includes but is not limited to any paper products, glass, cans, graffiti, cigarette butts, hazardous materials, etc. Items must be collected and removed from the work site after every maintenance service. YCTS is responsible for properly disposing of such waste materials and debris.

YCTS shall provide competent supervision, take precautions to protect persons or property against injury and damage, and not interfere with transit services. The responsibility includes but is not limited to providing necessary traffic controls to ensure public safety. YCTS must comply with all applicable local, state, and federal occupational and safety laws and regulations. YCTS must include a detailed work plan outlining all the specific proposed tasks and the procedures used to accomplish the Scope of Work. Please indicate the vehicles and workforce used to provide this service.

▪ **Definition(s):**

One Site Area is equivalent to one Bus Stop or Bus Shelter. The Site Area includes all areas within five (5) feet of the outer edges of all bus stop furniture/fixtures at each location and from right-of-way to curb face, all furniture/fixtures (shelters, benches, receptacles, signs (including LED solar signs if located), posts, improvements, sidewalks, curbs and gutters, pavement, etc.) within the Site Area; and only that area which is part of the public right-of-way (e.g., sidewalks and streets open to public access). OBTDDB PM must approve any additional maintenance expenses YCTS requests. Other maintenance expenses beyond what is covered by this scope of work shall be approved at the sole discretion of OBTDDB PM.

- Remove litter around the Orange Blossom Trail Lynx Site Areas, grass, sidewalk, and ROW near the Lynx facilities.

- Any trash, waste, foreign debris, and artificial products discarded throughout the Site Area that do not belong in the natural setting include, but are not limited to, paper goods, glass, plastic products, wrappers, bottles, cans, and nails. YCTS shall remove all bulky trash items, including mattresses, household garbage, furniture, pallets, televisions, tires, building materials, and scrap metal.
- YCTS shall pick up/remove all litter within 5' of and around the designated LYNX stops/shelters.
- YCTS shall replace all trash can liners for trash receptacles on OBT and at all designated Site Areas (stops/shelters).
- YCTS shall furnish all labor, equipment, and supplies to clean and maintain all Site Areas served by LYNX Bus Service covered under this scope of work.
- YCTS shall maintain all Site Areas covered by the scope of work in all outstanding conditions.
- YCTS must visit each stop and shelter at least three times weekly to maintain this condition.
- The YCTS shall provide a bi-weekly task report (BTR), completed per service stop, to the Project Manager.
- The BTR must include the date, bus stop number, before and after photos (if requested by the Project Manager), and a description of the maintenance performed.
- YCTS shall compile the BTR for each calendar month by location and provide the compiled reports as a BTR to OBTDDB Project Manager.
- YCTS is responsible for properly disposing of waste, debris, and hazardous materials (including biohazards). YCTS must dispose of material consistent with federal, state, and local regulations, including municipal water system quality.
- All transit shelters, benches, concrete pads, sidewalks, and other relevant transit amenities shall remain clean as scheduled and as needed.
- YCTS shall provide competent supervision and take precautions necessary to protect persons or property against injury or damage and shall not interfere with bus services, which include, but is not limited to, providing essential traffic controls to ensure public safety.
- YCTS must comply with all applicable local, state, and federal occupational and safety laws and regulations.
- YCTS must **remove graffiti** from all bus stop amenities, including but not limited to bus stop signs, bus stop poles, shelters, benches, trash receptacles, bike racks, etc.
- YCTS shall submit a list of the chemicals and solvents used to remove graffiti to OBTDDB Project Manager for approval prior to using it in the project area.

- Before removing any graffiti, YCTS must follow all manufacturers' recommendations.
- YCTS shall be responsible for repairing or replacing any damaged bus stop amenities, other property, or equipment caused by improper use of cleaning materials.
- YCTS must follow all local, state, and federal stormwater quality laws and regulations when removing graffiti.
- **Pressure Washing** - YCTS shall use high-pressure water spray on metal and concrete shelter stops.
- YCTS shall function under the best management practices (BMP) and shall use the following guidelines when pressure washing:
 - Before washing, block all storm drains with an impervious barrier such as sandbags or berms, or seal the storm drain with plugs or other appropriate materials (clean accumulated debris and remove blocking materials when finished).
 - Create a containment area with berms and traps or take advantage of a low spot to keep wash water contained.
 - Use vacuums or other machines to remove and collect loose debris or litter before applying water.
 - Keep debris from entering the storm drain after cleaning by first passing the wash water through a "20 mesh" (0.853mm sieve size) or finer screen to catch solid materials, then dispose of the mesh and debris in a refuse container.
 - Pump up or vacuum to remove all wash water and recycle such water for reuse and dispose of the remaining water as "wastewater" with a permit in a sanitary sewer (or other manner acceptable to the County and/or OBTDB). Remove all excess water due to pressure washing from all pedestrian areas per BMP.
 - The required minimum pressure from the pressure washer is 3000 PSI, with a maximum limit of 3500 PSI.
 - The pressure washer must have an outflow of approximately 4 gallons per minute, with around 50-60 gallons used per bus stop location per individual cleaning event.
 - The pressure washer used for cleaning must have at least a ten (5-10) horsepower engine.
 - The minimum distance from the pressure washer nozzle to the surface area to be cleaned must be one foot unless YCTS is required to remove a foreign object, such as gum, etc., from the surface area.
 - YCTS shall use a low-volume, high-suction cleaning machine equipped to recycle any water used or a low-volume, high-suction water broom.

- Upon arriving to a site area, YCTS shall contact the PM and report any obvious or potentially unsafe issues or hazards, including but not limited to the following:
 1. Vandalized, damaged or missing benches, shelters, signs, or other objects.
 2. Uneven or raised surfaces more than 3/4" high.
 3. Damaged or cracked sidewalks or pathways.
 4. Objects protruding out of the sidewalk or pathway.
 5. Hazardous waste materials.

D. TREE PRUNING

✓ **SCOPE OF WORK:**

The work to be done under the Agreement includes, but is not limited to, providing all labor, supervision, equipment, incidental, and related items necessary for tree trimming and removal services under the specification contained herein, "Terms and Conditions."

▪ **Definition(s):**

Palm Trees are located on Orange Blossom Trail located in the ROW and the median. YCTS shall trim all palms at least 2 times per year and all other trees 1-time per year, which is for trees located on OBT, and the 10-foot easement along the street. Current tree inventory provided on OBT. Trees surrounding the Holden Heights neighborhood signs must be pruned on the same schedule as the OBT schedule.

Diameter at breast height (DBH) – the size at which the diameter of a tree is measured: four feet, six inches (4'6") above the ground. 490 (+/-) trees. Some trees might have been cut down before the commencement of the Agreement, and therefore, YCTS must conduct inventory before signing the contract. YCTS must honor a 1 for 1 tree replacement. YCTS must comply with and provide the following:

- If a hazardous or weather damaged tree must be removed, YCTS must stump grind the stump of the tree.
- YCTS shall remove all debris from the site and clean WORK areas. YCTS shall keep the premises free of debris and unusable material resulting from their work and, as work progresses, or upon the request of OBTDB, shall remove such debris.
- Licenses of any nature, necessary for all work, shall be secured and paid for by YCTS. This shall include being registered in Orange County of Orlando.
- All WORK shall be done to the complete satisfaction of OBTDB and in accordance with all municipal, county, state, federal and local laws, ordinances, and regulations applicable to said WORK.
- YCTS will always in the performance of this contract exercise due care and caution for the safety and welfare of the workmen employed on the job, the public, OBTDB employees and property. Fluorescent cones, tape or bright colored plastic fence material shall be placed in the area(s) YCTS is working in for safety. Staff must wear fluorescent uniforms while on site.

- All trees will be trimmed by the lateral method. All limbs will be trimmed to a main stem or lateral, trimming to leave or stimulate development of sucker clusters or limb stubs must be avoided; additionally, the tearing of bark must be avoided. All trees trimmed shall be trimmed to a generally symmetrical outline.
- Tree removal shall include the removal of the stump by the following grinding method. Grind stumps to a minimum of six (6) inches below existing grade; back fill area with area with contiguous clean fill, unless otherwise approved by OBTDB.
- Stumps shall be ground immediately (same day) after the tree is removed unless approved by OBTDB. If stumps(s) cannot be ground immediately, they shall be cut as close to ground level as possible and shall cause no safety hazard.

E. IRRIGATION & BACKFLOW SERVICES

SCOPE OF WORK

YCTS shall accomplish General Irrigation using automatic sprinkler systems. YCTS will be required to locate and map all existing irrigation controllers in the project area. If necessary, the YCTS shall replace all malfunctioning irrigation controllers with rain shut-off indicators.

- A Certified Irrigation Technician shall schedule the programming of all irrigation controllers. The irrigation controllers shall be adjusted monthly to meet monthly E.T.s (evaporation transpiration) averages.
- Irrigation technician must have the ability to understand and program "Smart Controllers" with knowledge of seasonal E.T. rates to properly program watering needs for turf, plants, and trees.
- YCTS may be asked to turn off all irrigation controllers and water sources to reduce water use when excessive rainfall is experienced.
- Turf shall be irrigated to maintain horticulturally acceptable growth and color while encouraging deep rooting. Trees and shrubs shall be watered to prevent wilting and color loss.
- Water shall be applied so that runoff is avoided and used to match the needs of the turf, tree, or shrub bed being irrigated.
- Daily watering shall be avoided; every third-day irrigation is recommended. Turf that shows signs of drought stress (foot printing), wilting, or browning shall receive immediate attention.
- Any loss of turf shall require re-sodding at YCTS's expense.
- YCTS shall submit a scheduling report with scheduling criteria and each controller's operating schedule.

- Water use on turf areas shall be monitored, and excessive water use as determined by the Project Manager shall be at YCTS's expense.
- Watering schedules may need to be adjusted at the request of the Forestry Division. Mature areas with irrigation systems may have different requirements at the project manager's discretion.
- Watering schedules must meet restrictions set forth by OUC. YCTS will be responsible for any fines or penalties due to failure to follow watering restrictions, which is more critical in times of drought.
- YCTS shall protect the security of irrigation controllers by keeping the controller cabinet doors locked. Any stolen or vandalized controllers because of unlocked cabinets shall be replaced at YCTS's expense. Remote control and handheld programmers shall be protected from theft and shall be replaced at YCTS's cost in case of loss or damage. Care should be exercised in the operation of automatic controllers. Any defective or nonfunctioning controller should be reported to the Project Manager.
- YCTS shall perform routine maintenance on the sprinkler system components every week for a ten (10) day cycle. Regular maintenance shall include the following maintenance tasks:
 - i. Unplugging components i.e., valves, heads, piping, etc. rendered nonfunctional due to rock, rust, debris, etc. Making all routine arc adjustments for part circle heads to promote optimum coverage.
 - ii. Check controller programming and rescheduling as needed.
 - iii. Repairing/replacing all broken risers and nipples. This applies to all risers and nipples regardless of the reason for failure.
 - iv. Replacing batteries in controllers each spring and as needed. Any replacement equipment or parts must be of the same brand, model number, nozzle size and new unless authorized by the Project Manager. YCTS shall maintain all sprinkler systems in such a way as to ensure proper coverage and full working capability.
- Sprinkler system repair shall consist of those operations not covered in routine sprinkler system maintenance. When YCTS discovers a need for repair, YCTS shall make repairs immediately. For one-time repairs that exceed \$200.00, YCTS shall notify the Project Manager for approval. YCTS shall make an itemized report on the monthly billing that list: man, hours spent, parts used, location (closest address) and reason for each repair. When YCTS performs the repair work, it shall be charged at the \$30 per hour rate plus materials at YCTS price. OBTDB may request invoices to verify YCTS pricing.
- The Project Manager will schedule water turn-on through the OUC. YCTS shall not turn any curb stop or street water valve. YCTS shall turn on each sprinkler system at the meter. Mainlines shall be filled slowly and each zone activated by use of the automatic controller

visually inspecting each head for performance and coverage. Repairs will be made prior to the system being used for irrigation purposes. Visually inspect each backflow device for proper operation.

- Related to sprinkler system winterization - the Project Manager will schedule water turn-off through the OUC. YCTS shall turn off the sprinkler system at the meter. Air shall be forced through the system via the blow out tubes on the systems. Air shall pass through each system expelling all water. Care shall be taken when blowing out, as excessive pressure will damage the sprinkler system. It is recommended that air pressure does not exceed normal irrigation system operation pressures. Backflow device ball valves should be left in a partial open or partial closed position to prevent damage from trapped water that will freeze. A second blow out may be necessary on larger systems. YCTS will be responsible for any freeze damage. This should be scheduled no later than October 31 (smaller systems and backflow devices will freeze rapidly). Do not wrap backflow devices with insulation.
- **NOTE:** Early irrigation activation and late season de-activation may require YCTS to drain and insulate back flow devices as weather requires to prevent freeze damage. **Refer to the landscaping section regarding the following:**
 - i. Irrigated Turf Grass Mowing
 - ii. Mowing Frequency Non-irrigated

XI. GENERAL

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

- A. Keep and maintain public records required by OBTDB to perform the service.
- B. Upon request from OBTDB's custodian of public records, provide OBTDB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if YCTS does not transfer the records to OBTDB.
- D. Upon completion of the contract, YCTS agrees to transfer at no cost to OBTDB all public records in possession of YCTS or keep and maintain public records required by OBTDB to perform the service. If YCTS transfers all public records to OBTDB upon completion of the contract, YCTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If YCTS keeps and maintains public records upon completion of the contract, YCTS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OBTDB, upon request from OBTDB's custodian of public records, in a format that is compatible with the information technology systems of OBTDB.

- E. If YCTS fails to provide the public records to OBTDB within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

XII. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract YCTS affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

XIII. SCRUTINIZED COMPANIES

- A. By executing this Agreement, YCTS certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with OBTDB for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, YCTS certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, YCTS certifies that it is **not**:
1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. OBTDB reserves the right to terminate this Agreement immediately should YCTS be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with OBTDB for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with OBTDB for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with OBTDB.
- E. If this Agreement is terminated by OBTDB as provided in subparagraph IV, 20 above, OBTDB reserves the right to pursue any and all available legal remedies against YCTS, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by OBTDB as provided in subparagraph IV, 20 above, YCTS shall be paid only for the funding-applicable work completed as of the date of OBTDB's termination.

- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against OBTDDB for its termination of the Agreement pursuant to this Section.

XIV. MODIFICATIONS OF WORK

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

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

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

XV. 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 YCTS against OBTDDB relating to a particular contract shall be submitted to the Project Manager in writing clearly labeled "Contract Claim" requesting a final decision. YCTS 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 YCTS believes OBTDDB is liable; and that I am duly authorized to certify the claim on behalf of the YCTS."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

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

YCTS shall proceed diligently with the 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 OBTDDB Executive Director.

XVI. AVAILABILITY OF FUNDS

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

XVII. CONFLICT OF INTEREST

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

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

XVIII. TERMINATION

A. Termination for Default:

OBTDDB may, by written notice to YCTS, terminate this contract for default in whole or in part (delivery orders, if applicable) if YCTS fails to:

1. Provide products or services that comply with the specifications herein or fails to meet OBTDDB'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger the performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, OBTDDB will provide adequate written notice to YCTS through the Project Manager, affording them the opportunity to cure the deficiencies or to submit a

specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of YCTS in accordance with the Procurement Policy used by OBTDB. YCTS and its sureties (if any) shall be liable for any damage to OBTDB resulting from YCTS's default of the contract. This liability includes any increased costs incurred by OBTDB in completing contract performance.

In the event of termination by OBTDB for any cause, YCTS will have, in no event, any claim against OBTDB for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by OBTDB YCTS 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 OBTDB.
4. Continue and complete all parts of that work that have not been terminated.

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

B. Termination for Convenience

OBTDB, by written notice, may terminate this contract, in whole or in part, when it is in OBTDB's interest. If this contract is terminated, OBTDB shall be liable only for goods or services delivered and accepted. OBTDB Notice of Termination shall provide YCTS thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, invoices, purchase orders or to the contract in its entirety.**

XIX. FORCE MAJEURE

1. YCTS shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo,

government requirement, civil or military authority, act of God, or other similar causes beyond YCTS's control so long as YCTS's delay is not caused by YCTS's own fault or negligence. That notwithstanding, YCTS shall notify OBTDB in writing within two (2) hours after the beginning of any such cause that would affect its performance hereunder and OBTDB reserves the right the request additional information that supports the validity of YCTS's Force Majeure claim. Failure to notify OBTDB in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If YCTS's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date OBTDB receives the required Force Majeure notice, OBTDB shall have the right to terminate this contract thereafter and shall only be liable to YCTS for any work performed and validated (if required for payment hereunder) prior to the date of OBTDB's contract termination.
3. If YCTS's performance is delayed pursuant to this section, OBTDB may, upon written request of YCTS, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit OBTDB's right to terminate for convenience.

XX. PERSONNEL

YCTS represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with OBTDB.

All of the services required hereafter shall be performed by YCTS or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in YCTS'S key personnel, as may be listed in Exhibit "A", must be made known to OBTDB'S representative and written approval must be granted by OBTDB before said change or substitution can become effective.

YCTS warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. OBTDB may require, in writing, that YCTS remove from this contract any employee OBTDB deems incompetent, careless, or otherwise objectionable.

XXI. TRUTH IN NEGOTIATION CERTIFICATE

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

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

XXII. ARREARS

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

XXIII. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

OBTDB and YCTS shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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

XXIV. INDEPENDENT CONTRACTOR RELATIONSHIP

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

YCTS does not have the power or authority to bind OBTDB in any promise, agreement or representation other than as specifically provided for in this Agreement.

XXV. CONTINGENT FEES

YCTS warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for YCTS to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for YCTS, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

XXVI. ACCESS AND AUDITS

YCTS shall establish and maintain a reasonable accounting system, which enables ready identification of YCTS'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 goods for at least five (5) years after completion of this contract. OBTDB or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of YCTS, or its sub-contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at YCTS'S place of business. This right to audit shall include YCTS'S sub-contractors used to procure goods or services under the contract with OBTDB. YCTS shall ensure OBTDB has these same rights with sub-contractor(s) and suppliers.

XXVII. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be OBTDB'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, YCTS shall abide by the following provisions:

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

XXVIII. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract, the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXIX. 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 YCTS to perform work pursuant to the contract with Orange OBTDDB. Please refer to USCIS.gov for more information on this process.

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

Therefore, by submission of a bid or proposal in response to this solicitation, the YCTS confirms that all employees in the above categories will undergo e-verification before placement on this contract. The YCTS further confirms its commitment to comply with this requirement by completing the E-Verification certification.

XXX. LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

XXXI. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

XXXII. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

XXXIII. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. The venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

XXXIV. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

XXXV. AUTHORITY TO PRACTICE

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

XXXVI. SEVERABILITY

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

XXXVII. SUCCESSORS AND ASSIGNS

OBTDB and the YCTS 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 OBTDB nor the YCTS 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 OBTDB which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OBTDB and the YCTS.

XXXVIII. REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of a right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to exercise any rights or insist in any instance upon strict performance by the other party of any provision in this contract shall not be deemed a waiver of any rights or a bar to the later exercise thereof under this contract.

XXXIX. WARRANTY

Warranty. All parts and components furnished hereunder shall be warranted in accordance with the applicable manufacturer's express warranty for any goods for a period of one (1) year and Cummins, Inc. standard warranty for workmanship for a period of ninety (90) days, and any rights thereto shall pass on to Customer. Services corrected or reperformed shall be subject to the remaining warranty period of the original warranty of the Services. THE WRITTEN WARRANTIES SHALL BE EXCLUSIVE AND IN LIEU OF OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED. REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY FOR DEFECTS OR ERRORS IN WORKMANSHIP AND/OR MATERIALS.

XL. ENTIRETY OF CONTRACTUAL AGREEMENT

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

XLI. NOTICE

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

Roger Dixon, Economic Development/OBTDB Project Manager
Orange Blossom Trail Development Board
2800 South Orange Blossom Trail Suite A'
Orlando, Florida 32785

and if sent to YCTS shall be mailed to:

Ronald L. Lockhart
Your Community Tree Service, LLC.
P.O Box 70
Zellwood, Florida 32798

XLII. ATTACHMENTS

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

IN WITNESS WHEREOF, the ORANGE COUNTY DEVELOPMENT BOARD, INC. has made and executed this Contract on behalf of the ORANGE COUNTY REDEVELOPMENT AGENCY and YOUR COMMUNITY TREE SERVICE, INC. has hereunto set its hand the day and year above written.

The Orange Blossom Trail Development Board, Inc.

By: _____

Date: _____

YOUR COMMUNITY TREE SERVICE, INC.

By: _____

Date: _____

HUMAN TRAFFICKING AFFIDAVIT

- 1) I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
- 2) I currently serve as _____ (Role) of _____ (Company).
- 3) _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
- 4) This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I

_____(Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

NAME OF BUSINESS ENTITY

SIGNATURE

TYPE NAME AND TITLE

TOTAL AGREEMENT SHEET

Total Agreement Annual Amount

A	Landscape Maintenance	\$	154,000.00
B	Bulk, Trash, and Litter Pick Up	\$	122,000.00
C	Bus Stop Cleaning/Shelter Maintenance	\$	8,000.00
C	Bus Shelter Pressure Washing Services	\$	7,919.00
D	Palm Tree Pruning	\$	55,000.00
E	Irrigation and Backflow Services	\$	3,000.00
N/A	Optional Price (AGREEMENT Foresee Needs Approval)	\$	-0-

**Total Annual Agreement
Price**

\$349,919

**Optional Agreement
Price**

\$0

COMPANY NAME: Your Community Tree Service, LLC

ADDRESS: P.O Box 70 Zellwood, Florida 32798

PHONE: (407) 383-0442 **FAX:** None

AUTHORIZED SIGNATURE: _____ **DATE:** 1/9/24

PRINT NAME: Ronald Lockhart

TITLE Owner

SIGNATURE PAGE
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

This sworn statement is submitted to the Orange Blossom Trail development Board, FLORIDA:

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____ . (If the entity has

no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I, being duly first sworn state:

That the above-named firm, corporation, or organization follows and agrees to continue to comply with, and assures that any subcontractor, or third-party YCTS under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

**NOTARY SIGNATURE
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

Signature of affiant

Print Name

Date

(NOTARY SEAL)	STATE:	FLORIDA
	COUNTY:	_____
	Sworn to (affirmed) and subscribed before me this ____ day of	
	_____ 20 ____	by: _____
	_____ <i>Name of person making statement</i>	
	_____ <i>Signature of Notary Public – State of Florida</i>	
_____ <i>Name of Notary Typed Printed or Stamped</i>		
Personally known ____ OR Produced Identification ____		
Type of Identification Produced _____		

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporations to transact business required.

A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- ☐ a. Maintaining, defending, or settling any proceedings
- ☐ b. Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs
- ☐ c. Maintaining bank accounts.
- ☐ d. Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- ☐ e. Selling through independent YCTSs.
- ☐ f. Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders require acceptance outside this state before they become contracts.
- ☐ g. Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- ☐ h. Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- ☐ i. Transacting business in interstate commerce.
- ☐ j. Conducting an isolated transaction that is completed within 30 days and that is not one during repeated transactions of a like nature.
- ☐ k. Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- ☐ l. Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- ☐ m. Owning, without more, real, or personal property

The list of activities of subsection (2) is not exhaustive. This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- ☐ n Partnership, Joint Venture, Estate or Trust
- ☐ o Sole Properties of Self Employed

NOTE:

This sheet MUST be enclosed with your Agreement. If you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME

MAPPED OBT-CRA PROJECT AREA

U.S. 17-441 South / U.S. 92 West - Orange Blossom Trail



SOUTH



WEST

OBT-CRA AREA

SOUTH COLONIAL
(South side of the street)
TO
INTERSTATE -4
(Stops at South side of OBT)



(OBT-CRA Area- Picture 1)
OBT south from
SR 50 (West Colonial Drive)



(OBT-CRA Area- Picture 2)
Amelia Street stems east from U.S. 17-92-441 at the
first traffic light south of Colonial Drive



(OBT-CRA Area- Picture 4)

(OBTDB Area- Picture 3)
Robinson Street and OBT



(OBTDB Area- Picture 5)
Washington Street/ SR 526 and OBT

Washington Street east from U.S. 17-92-441 to I-4



(OBTDB Area- Picture 6)
SR 526 (Washington Street). OBT continues through the
Paramore area west of Downtown Orlando



(OBTDB Area- Picture 7)
Central Boulevard intersects OBT east of Lake Lorna Doone and
west from Orlando OBTDB Stadium



(OBTDB Area- Picture 8)
Church Street connects Downtown Orlando with Amway
Center, Orlando OBTDB Stadium and Camping World Stadium
(formerly the Citrus Bowl)



(OBTDB Area- Picture 9)
South Street flows west from Downtown and the Amway
Center to Rio Grande Avenue at Camping World Stadium.



(OBTDB Area- Picture 10)
The upcoming East-West Expressway connects Camping World
Stadium, Orlando OBTDB Stadium



(OBT-CRA Area- Picture 11)

Anderson Street forms a connection with South Street heading east from Rio Grande Avenue to I-4 west and Downtown Orlando OBTDB Hall.



(OBT-CRA Area- Picture 12)

Long and Carter Streets parallel SR 408 as frontage roads west to Tampa Avenue and east to Parramore Avenue on OBT



(OBT-CRA Area- Picture 13)

SR 408 (East-West Expressway) and OBT



(OBT-CRA Area- Picture 14)

Managed by the Central Florida Expressway Authority (CFX), SR 408 travels 22 miles across the Orlando metropolitan area from Florida's Turnpike at Ocoee to SR 50



(OBT-CRA Area- Picture 15)

U.S. 17-92-441 (Orange Blossom Trail) advance south from SR 408 to the Holden Heights neighborhood.



(OBT-CRA Area- Picture 16)

OBT southbound leaves the Orlando OBTDB limits at Grand Street.



(OBT CRA Area- Picture 17)
Kaley Avenue meets OBT south at the succeeding signal



(OBT CRA Area- Picture 18)
Michigan Street and OBT provides access to Interstate 4 east



(OBT CRA Area- Picture 19)
28th Street and OBT lead four blocks south from Michigan Street to meet Interstate 4 west directly.



(OBT CRA Area- Picture 20)
29th Street intersects OBT at a signal preceding westbound on-ramp for Interstate 4. 29th Street parallels the freeway west.



(OBT CRA Area- Picture 21)
From 29th Street on OBT
I-4 Ultimate construction through 2021 reconfigures the directional cloverleaf interchange with U.S. 17-92-441 to accommodate the Express toll lanes. There is no direct access to I-4 east from OBT southbound.

**END OF OBT CRA AREA
SOUTH SIDE OF INTERSTATE -4**

NOTICE OF AWARD
OBT-CRA

DATE: _____

Ronald Lockhart
Your Community Tree Service, Inc.
7316 Holly Street,
Mount Dora, FL 32757

Dear Mr. Lockhart,

We have accepted your proposal and intend to award the contract to your organization. Our organization has thoroughly reviewed your Agreement and decided that **\$349,919.00** is within the market to accomplish the tasks. We found out that your organization's proposal suits our company's needs.

We will send a contract for your review and signature with this letter. You will receive a "*Notice to Proceed*" after executing the Agreement. After you receive the notice to proceed, you will be required to start the *WORK* within seven days.

Thanks for your interest in our organization's efforts to beautify the Orange Blossom Trail CRA Area and accomplish OBTNext, and we look forward to doing business with you. Don't hesitate to contact me at (407) 701-0774 for further inquiries.

Regards

Roger Dixon, MPA
Economic Development/CRA Project Manager

NOTICE TO PROCEED
OBT-CRA

DATE: _____

Ronald Lockhart
Your Community Tree Service, Inc.
7316 Holly Street,
Mount Dora, FL 32757

Dear, Mr. Lockhart Total Agreement Price: \$349,919.00

Under Contract Number "A-2024-1-CRA" provisions, you are notified to commence work on or before seven days after contractual execution. You are to implement the WORK in full accordance with the agreement. Please familiarize yourself with the agreement to establish a smooth commencement of the work.

Again, thanks for your interest in our endeavors to beautify Orange Blossom Trail and achieve OBTNext. Do not hesitate to contact me at (407) 701-0774 if you have any questions.

YCTS: Your Community Tree Service, Inc.
Name: Ronald Lockhart
Title: Owner
Date: _____
Signature: _____

Company: Orange Blossom Trail Development Board
Name: Roger Dixon
Title: Economic Development/CRA Project Manager
Date: _____
Signature: _____