

**AGREEMENT BETWEEN ALACHUA COUNTY & OUTDOOR LIVING SOUTHEAST, INC.
FOR ANNUAL LANDSCAPING & GROUNDS MAINTENANCE
NO. 14861**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Outdoor Living Southeast, Inc., a foreign for-profit corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued ITB 26-43 seeking qualified firms or individuals to provide annual landscaping and grounds maintenance at various County-owned sites; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as the second lowest cost responsive and responsible bidder and has elected to award this Agreement to the Contractor to serve as the secondary awarded entity in the solicitation process to provide as-needed services if the primary contractor is unable to provide services to the County; and

WHEREAS, the Contractor is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope of Services/Work.** Contractor agrees to provide and perform Annual Landscaping and Grounds Maintenance at various County-owned sites if and when needed and authorized by the County in accordance with paragraph 3, and as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”). It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties, and Contractor shall be issued written notification of Services in the event the primary awarded entity is unable to perform the Services.
3. **Authorization for Services.** The Contractor acknowledges and agrees that this Agreement is to provide Services if the primary contractor is unavailable to perform the Services and that this Agreement does not guarantee that the Contractor will be authorized to perform any Services for the County during the term of this Agreement. Authorization for performance of Services by the Contractor under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractor. A sample Work Order is attached hereto as **Exhibit “8”**. Each Work Order shall describe the Services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under, and shall incorporate the terms, of this Agreement. The failure of the County to issue Work Orders to the Contractor shall not constitute a breach or default of this Agreement. Likewise, the County’s issuance of Work Orders to the primary contractor shall not constitute a breach or default of this Agreement.
4. **Term.**
 - A. This Agreement is effective upon execution by the Parties (“effective date”) and continues until September 30, 2026, or until this Agreement is earlier terminated as provided herein. The term of this Agreement may be renewed at the sole option of the County for two additional two-year term(s) at the same pricing, terms and conditions set forth herein.
 - B. In the event the County issues a Work Order during the term of this Agreement, and the Services are not completed prior to the expiration of this Agreement, then the term of this

Agreement shall be automatically extended, and this Agreement shall remain in effect, until the Services authorized under the Work Order are completed or this Agreement is terminated as provided for herein.

5. **Closeout.** The Contractor's obligation to the County under this Agreement shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that Parties duties, obligations and responsibilities under this Agreement have been completed and satisfied and the Contractor has submitted a completed Contract Closeout Checklist to the County, the form of which is attached hereto and incorporated herein as **Exhibit "5"**.

6. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:

- A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
- B. Contractor will ensure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactorily. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

7. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement and authorized by a duly issued Work Order. The Parties agree that the amount to be paid to Contractor for the Services will not exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) per fiscal year ("NTE amount"). For the purposes of this agreement, a fiscal year is defined as October 1st through September 30th. Payment will be in accordance with the Rate Schedule attached as **Exhibit "2"** and incorporated herein.
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must identify the Work Order by which the Services were authorized, describe the Service rendered including the name and address of the properties for which the Services were rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor

covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Facilities Management
6125 NW 18th Drive
Gainesville, Florida, 32653

- C. County will process and pay all invoices pursuant to the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:
Outdoor Living Southeast, Inc.
1420 Gornto Road
Valdosta, GA 32340
brent@outdoorlivingse.com
- D. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- E. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

8. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein.

9. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

10. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

11. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

12. **Alachua County Minimum Wage.** The Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”). During the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.50 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$20.50 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

13. **Default and Termination.**

A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor. In the event of termination, Contractor’s recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.
- E. Termination for Violation of §287.135, Florida Statutes. **The Contractor hereby certifies to the County that the Contractor: (a) has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; and (b) is not engaged in a boycott of Israel.** The County may terminate this Agreement if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel. The County must comply with the requirements of §287.135, Florida Statutes, as a condition precedent to bringing a civil action against the Contractor for submitting a false certification to the County.

14. **Indemnification**. **CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice**. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change

the address.

To Contractor:

Outdoor Living Southeast, Inc.
1420 Gornto Rd
Valdosta, GA 31602
brent@outdoorlivingse.com

To County:

Facilities Management
6125 NW 18th Drive
Gainesville, Florida, 32653
facfiscal@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement

entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold

amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

T. Multiple Awards. The County may, at its sole discretion, enter into agreements with one or more vendors for similar or identical goods or services described herein. No vendor will have an exclusive right to provide any goods or services under this Agreement, unless expressly stated otherwise in writing. The County is not required to purchase any minimum quantity, nor is the County prohibited from obtaining comparable goods or services from other sources at any time.

U. Affidavit Of No Coercion. Pursuant to §787.06, Florida Statutes, Section 787.06(13), Florida Statutes requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes. The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Agreement as **Exhibit 6**.

V. Contracting With Entities Of Foreign Countries Of Concern Prohibited. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and: the entity is owned by the government of a foreign country of concern; the government of a foreign country of concern has a controlling interest in the entity; or the entity is organized under the laws of or has its principal place of business in a foreign country of concern. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro,

or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. The Contractor will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Agreement as **Exhibit 7**.

W. Signature Authority. Contractor represents and warrants to the County that the undersigned is authorized to execute this Agreement on behalf of the Contractor.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair
Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

Signed by:
By: Charles Brent Moore, Jr.
A1D52DF04CB340C...

Print: Charles Brent Moore, Jr.

Title: President

Date: 12/18/2025

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services/Work

Scope of Services

1. Overview

Each County-owned site is priced individually for the same base services, regardless of current site condition or need. These base services are performed according to a seasonal schedule provided by the County and must be completed as scheduled. Any work outside the listed base services will fall under Additional Services.

Use of Irrigation: Alachua County does not irrigate its facilities, and permanent irrigation systems are not in use. This must be taken into account when selecting and installing plant materials. All landscaping should be drought-tolerant and appropriate for Florida's climate, as ongoing maintenance will not include supplemental watering beyond natural rainfall.

Documentation: The contractor is required to use Alachua County's maintenance software. All seasonal scheduling, service tracking, and related documentation will be entered and managed within the County's system to ensure consistency, transparency, and accurate recordkeeping.

2. Base Services

The following services are included in the base monthly cost for each site:

- a. Mowing - Cut all turf areas to the appropriate height based on the season and grass type. Turf shall be mowed cleanly and evenly with no scalping or clumping. Mowing shall be performed with care to avoid damaging site features such as signage, curbs, utility boxes, fire hydrants, fencing, concrete pads, poles, and HVAC or generator enclosures.
- b. Edging - Edge all sidewalks, curbs, and driveways to create a defined, clean line. Edging shall be performed with a mechanical edger to prevent overgrowth onto hard surfaces.
- c. Weed-eating (String Trimming) - Weed-eat around all obstacles where mowers cannot reach, including signs, poles, fences, trees, and building edges. Care must be taken to avoid damaging trees and shrubs with equipment.
- d. Hedge Trimming - Trim hedges, shrubs, and bushes to maintain a neat, uniform appearance and to prevent overgrowth into walkways, driveways, or structures. All clippings must be removed from the site after each service.
- e. Tree Trimming – Minor Only - Minor tree trimming includes:
 - Removing low-hanging limbs that block sidewalks, driveways, or building entrances.
 - Trimming branches up to 10 feet high to maintain safe clearance and visibility.
 - Removing small suckers from tree bases.(Major pruning, tree removal, or trimming beyond 10 feet will be handled as an *Additional Service*)
- f. Blowing and Cleanup - After mowing, edging, or trimming, all clippings and debris must be blown off:
 - Sidewalks
 - Driveways
 - Parking lots

Debris must not be blown into the street or storm drains. If this occurs, it must be blown back onto turf areas. All hedge and tree trimmings must be removed from the site.

3. Additional Services

Tasks that fall outside of the scheduled base services will be completed under Additional Services. These may include extra labor, equipment use, material installation, or planting. All additional services must meet the same standards for quality and safety as base services.

- a. Labor Services - Covers work not included in the regular schedule, such as storm cleanup, site restoration, large debris removal, or County-requested tasks. Labor must be performed by workers with the appropriate skill level for the task.
- b. Equipment Services - Includes use of specialized equipment beyond standard mowing and trimming tools. Examples include skid steers, tractors, bucket trucks, or other machines needed for large or specialized tasks. All equipment must be operated safely by trained personnel.
- c. Material Installation Services - Includes:
 - Installing mulch in planting beds
 - Spreading pine straw or pine bark
 - Restoring landscaped areas with organic or decorative ground cover
 - All installations must be clean, even, and neatly bordered, with no material left on paved surfaces. The site must be left in a finished condition.
- d. Planting Services - Includes installation of shrubs, trees, flowers, or other vegetation. Plant material must come from the County's pre-approved plant list. All planting must follow proper spacing, depth, and soil preparation methods. Plantings must be watered at installation and left clean, with excess debris removed.

4. Adding or Removing Locations - The County may add or remove locations from the scope of services at any time using an Add/Delete Form. An example of this form will be included in the contract documents. Changes take effect upon signature by both the County and the vendor.

5. Service Schedule

- a. All sites that are issued will follow the same seasonal service schedule, regardless of location or site-specific conditions. The number of required visits per month is as follows:
 - March through October: Two service visits per month
 - November through February: One service visit per month
- b. For months with multiple scheduled visits, vendors must ensure visits are evenly spaced throughout the month. Back-to-back visits (e.g., Week 1 and Week 2) are not acceptable unless approved. There must be at least one full week between service visits. If a visit is performed during the last week of a month, the next visit must not occur in the first week of the following month.

6. Missed Visits and Poor Performance

- a. Vendors must complete all scheduled visits according to the County's seasonal maintenance schedule. A missed visit without prior notice and written approval will be considered a failure to perform.
- b. Missed Visit Penalties (apply per location for each missed visit):
 - First Missed Visit: Written notice and requirement to reschedule and complete the missed visit within the same calendar month, maintaining appropriate spacing between visits.
 - Second Missed Visit (within 60 days): \$150 deduction from the monthly invoice
 - Third or Subsequent Missed Visit (within 60 days): \$300 deduction per location and possible formal notice of non-performance
- c. The County will determine whether a visit was missed based on service verification methods.
- d. Substandard Work - If work is incomplete or below County standards, the vendor will receive written notice and an opportunity to correct the deficiencies within a set timeframe.
- e. Continued poor performance may result in contract termination for cause.

7. Monthly Pricing Structure

- a. Each location will have a fixed monthly price that covers all base services, regardless of the number of visits required in a given month.

- b. Visit frequency may vary seasonally based on the County's maintenance schedule. However, the monthly payment will remain the same year-round.
- c. This pricing model ensures consistent budgeting while accounting for seasonal variation in landscape needs.

Examples:

- *Warm months (e.g., March–October):* Two visits per month may be required; the vendor completes both within the spacing rules, and the monthly price remains unchanged.
- *Cooler months (e.g., November–February):* Only one visit may be required, but the vendor still receives the same monthly payment.

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Exhibit 2: Rate Schedule



Alachua County, Florida

Procurement

Theodore "TJ" White, Jr. CPPB, Procurement Manager
County Administration Building, Gainesville, FL 32601

[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT

ITB No. 26-43-MB

Annual Landscaping and Grounds Maintenance

RESPONSE DEADLINE: August 20, 2025 at 2:00 pm

Report Generated: Tuesday, September 23, 2025

Outdoor Living Southeast Inc. Response

CONTACT INFORMATION

Company:
Outdoor Living Southeast Inc.

Email:
brent@outdoorlivingse.com

Contact:
Brent Moore

Address:
1420 Gornito Rd
Valdosta, GA 31602

Phone:
(229) 560-7421

Website:
www.outdoorlivingse.com

Submission Date:
Aug 20, 2025 8:51 AM (Eastern Time)

[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT
 ITB No. 26-43-MIB
 Annual Landscaping and Grounds Maintenance

PRICE TABLES

BASIC SERVICES

Basic Services are billed as a flat monthly rate over 12 months.

Line Item	Buildings or Areas	Quantity	Unit of Measure	Unit Cost	Total	Address	Estimated Acreage
1.	Administration - Annex	12	Per Month	\$13,125	\$1,575,000	120 South Main Street, Gainesville, FL, USA	0.12
2.	Ag Center Office & Auditorium	12	Per Month	\$612.50	\$7,350,000	22712 West Newberry Road, Newberry, FL, USA	4.79
3.	Animal Shelter	12	Per Month	\$612.50	\$7,350,000	3400 Northeast 53rd Avenue, Gainesville, FL, USA	2.8
4.	Armory	12	Per Month	\$525.00	\$6,300,000	1125 Northeast 8th Avenue, Gainesville, FL, USA	3.2
5.	Budget Inn & Scottish Inn	12	Per Month	\$525.00	\$6,300,000	4401 Southwest 13th Street, Gainesville, FL, USA	1.89

[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT
 Invitation To Bid - Annual Landscaping and Grounds Maintenance
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[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT
 ITB No. 26-43-1MB
 Annual Landscaping and Grounds Maintenance

Line Item	Buildings or Areas	Quantity	Unit of Measure	Unit Cost	Total	Address	Estimated Acreage
6	Evergreen Cemetery - Alachua County Social Services Burials	12	Per Month	\$262.50	\$3,150.00	401 Southeast 21st Avenue, Gainesville, FL, USA	0.8
7	Central Supply Warehouse & Station 33 & Farmers Market & Fire Rescue Training	12	Per Month	\$700.00	\$8,400.00	5900 Northwest 13th Street, Gainesville, FL, USA	3.92
8	Civil Courthouse	12	Per Month	\$393.75	\$4,725.00	201 East University Avenue, Gainesville, FL, USA	0.94
9	Collection Center - Archer	12	Per Month	\$262.50	\$3,150.00	19401 Southwest Archer Road, Archer, FL, USA	
10	Collection Center - Fairbanks	12	Per Month	\$175.00	\$2,100.00	9920 Northeast Waldo Road, Gainesville, FL, USA	
11	Collection Center - High Springs	12	Per Month	\$262.50	\$3,150.00	16929 NW Hwy 441, High Springs, FL, USA	

[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT
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[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT
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Line Item	Buildings or Areas	Quantity	Unit of Measure	Unit Cost	Total	Address	Estimated Acreage
12	Collection Center - LaCrosse	12	Per Month	\$218.75	\$2,625.00	10714 N State Rd 121, Gainesville, FL, USA	
13	Collection Center - Phifer	12	Per Month	\$218.75	\$2,625.00	11700 SE Hawthorne Rd, Gainesville, FL, USA	
14	Community Services/Health Dept	12	Per Month	\$787.50	\$9,450.00	224 Southeast 24th Street, Gainesville, FL, USA	6.75
15	County Administration Building	12	Per Month	\$306.25	\$3,675.00	12 Southeast 1st Street, Gainesville, FL, USA	1.32
16	County Jail	12	Per Month	\$1,137.50	\$13,650.00	3333 Northeast 39th Avenue, Gainesville, FL, USA	N/A
17	Criminal Courthouse & Public Defenders Building	12	Per Month	\$700.00	\$8,400.00	220 South Main Street, Gainesville, FL, USA	2.0

[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT
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Line Item	Buildings or Areas	Quantity	Unit of Measure	Unit Cost	Total	Address	Estimated Acreage
18	Equestrian Center	12	Per Month	\$2,625.00	\$31,500.00	23100 West Newberry Road, Newberry, FL, USA	36
19	Facilities Shop & Records Retention Building & Fire Rescue Headquarters & Station 30	12	Per Month	\$568.75	\$6,825.00	915 Southeast 5th Street, Gainesville, FL, USA	1.82
20	Freedom Center	12	Per Month	\$700.00	\$8,400.00	7340 Southwest 41st Place, Gainesville, FL, USA	
21	Grove Park	12	Per Month	\$218.75	\$2,625.00		1.5
22	Half Moon	12	Per Month	\$262.50	\$3,150.00		2.46
23	High Springs Tower	12	Per Month	\$218.75	\$2,625.00	18516 Northwest 202nd Street, High Springs, FL, USA	
24	Josiah T. Wallis Building	12	Per Month	\$350.00	\$4,200.00	515 North Main Street, Gainesville, FL, USA	2.11

[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT
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Line Item	Buildings or Areas	Quantity	Unit of Measure	Unit Cost	Total	Address	Estimated Acreage
25	Leveda Brown	12	Per Month	\$1,312.50	\$15,750.00	5115 NE 63rd Ave, Gainesville, FL, USA	.31
26	Medical Examiner's Office	12	Per Month	\$262.50	\$3,150.00	3217 Southwest 47th Avenue, Gainesville, FL, USA	.0152
27	Metamorphosis	12	Per Month	\$131.25	\$1,575.00	4201 Southwest 21st Place, Gainesville, FL, USA	
28	New Warehouse / Facilities	12	Per Month	\$787.50	\$9,450.00	6125 Northwest 18th Drive, Gainesville, FL, USA	10.12
29	Police Substation	12	Per Month	\$131.25	\$1,575.00	121 West University Avenue, Gainesville, FL, USA	.0153
30	Sheriff HQ / Fleet/ Storage Building & Combined Communications Center	12	Per Month	\$787.50	\$9,450.00	1000 Southeast 27th Street, Gainesville, FL, USA	11.59

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Line Item	Buildings or Areas	Quantity	Unit of Measure	Unit Cost	Total	Address	Estimated Acreage
31	Sports Complex	12	Per Month	\$350.00	\$4,200.00	4870 Celebration Pointe Ave, Gainesville, FL, USA	
32	State Attorney	12	Per Month	\$131.25	\$1,575.00	120 West University Avenue, Gainesville, FL, USA	.0182
33	Station 20	12	Per Month	\$350.00	\$4,200.00	16935 NW Hwy 441, High Springs, FL, USA	
34	Station 21	12	Per Month	\$262.50	\$3,150.00	15040 nw hwy 441	
35	Station 23	12	Per Month	\$306.25	\$3,675.00	1600 Fort Clarke Blvd, Gainesville, FL, USA	
36	Station 24	12	Per Month	\$350.00	\$4,200.00	3509 Northwest 143rd Street, Gainesville, FL, USA	
37	Station 25	12	Per Month	\$262.50	\$3,150.00	12825 NW US Hwy 441, Alachua, FL, USA	

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Line Item	Buildings or Areas	Quantity	Unit of Measure	Unit Cost	Total	Address	Estimated Acreage
38	Station 36	12	Per Month	\$262.50	\$3,150.00	2000 Southwest 43rd Street, Gainesville, FL, USA	
39	Station 40	12	Per Month	\$393.75	\$4,725.00	14377 NE US Hwy 301, Waldo, FL, USA	
40	Station 41	12	Per Month	\$393.75	\$4,725.00	5715 NE US Hwy 301, Hawthorne, FL, USA	
41	Station 60	12	Per Month	\$262.50	\$3,150.00	1320 Southeast 43rd Street, Gainesville, FL, USA	
42	Station 62	12	Per Month	\$262.50	\$3,150.00	7405 Southeast 221st Street, Hawthorne, FL, USA	
43	Station 64	12	Per Month	\$437.50	\$5,250.00	12510 U.S. 441, Micapony, FL, USA	
44	Station 80 & area behind	12	Per Month	\$393.75	\$4,725.00	10180 sw 24thave	

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Line Item	Buildings or Areas	Quantity	Unit of Measure	Unit Cost	Total	Address	Estimated Acreage
45	Station 81	12	Per Month	\$262.50	\$3,150.00	7000 SW 88th St, Gainesville, FL, USA	
46	Station 82	12	Per Month	\$350.00	\$4,200.00	17125 SW Archer Rd, Archer, FL, USA	
47	SWAG Health Clinic	12	Per Month	\$131.25	\$1,575.00	816 Southwest 64th Terrace, Gainesville, FL, USA	0.25
48	SWAG Resource Center	12	Per Month	\$218.75	\$2,625.00	807 Southwest 64th Terrace, Gainesville, FL, USA	0.27
49	Tax Collector Northwest Branch - 34th	12	Per Month	\$525.00	\$6,300.00	5830 NW 34th Blvd, Gainesville, FL, USA	5.0
50	Work Release Facility	12	Per Month	\$262.50	\$3,150.00	3371 Northeast 35th Avenue, Gainesville, FL, USA	N/A
TOTAL					\$268,275.00		

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ADDITIONAL SERVICES (LABOR RATES)

Hourly rates apply to work performed during regular hours, after-hours, weekends, or holidays, with no differential allowed.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
51	Foreman/Site Supervisor Oversees the landscaping or mowing crew on-site. Responsible for task coordination, quality control, adherence to County specifications, and communication with County staff.	1	Per Hour	\$75.00	\$75.00	
52	Grounds Maintenance Technician Performs skilled grounds work such as mowing, trimming, edging, mulching, weeding, plant installation, and operation of small-to-medium landscaping equipment.	1	Per Hour	\$55.00	\$55.00	
53	Landscape Laborer (Unskilled/General Labor) Supports the crew with basic labor including loading/unloading, debris removal, raking, sweeping, or assisting other workers. May not operate machinery.	1	Per Hour	\$50.00	\$50.00	
54	Equipment Operator (Specialized Machinery) Certified or trained to operate heavy or specialized equipment such as skid steers, tractors, or aerators.	1	Per Hour	\$145.00	\$145.00	
TOTAL					\$325.00	

EQUIPMENT PRICING

Percentage Mark-up for Equipment Rentals (Examples: trencher, skid steer, stump grinder, aerial lift, auger)

Line Item	Description	Unit of Measure	Percentage
55	Mark-up Percentage	Percentage	25%

[OUTDOOR LIVING SOUTHEAST INC.] RESPONSE DOCUMENT REPORT
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 Annual Landscaping and Grounds Maintenance

MATERIAL PRICING

Percentage Mark-up Landscaping Materials (Examples: mulch, soil, rock, gravel, landscape fabric, edging)

Line Item	Description	Unit of Measure	Percentage
56	Mark-up Percentage	Percentage	35%

PLANT PRICING

Percentage Mark-up for Plants (Examples: 1-gallon perennials, 3-gallon shrubs, 15-gallon trees)

Line Item	Description	Unit of Measure	Percentage
57	Mark-up Percentage	Percentage	50%

Exhibit 3: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on

behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

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Exhibit 3-A: Certificate of Insurance

* See next page for submitted Certificate of Insurance documents.

ADDITIONAL COVERAGES

Ref #	Description Employment Practices Liability Insurance	Coverage Code EPLI	Form No.	Edition Date	
Limit 1 250,000	Limit 2 250,000	Limit 3	Deductible Amount 2,500	Deductible Type	Premium
Ref #	Description Adj. for Pdct/Completed Operations Min. Prem.	Coverage Code AMPPD	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description AICRG	Coverage Code AICRG	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description CTREN	Coverage Code CTREN	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Bus Optimum Endt	Coverage Code BAP	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Blanton & Griffin Insurance Agency		NAMED INSURED Outdoor Living Southeast Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

ADDITIONAL POLICY INFORMATION

Company A: Grange Insurance Company
 Policy Type: Inland Marine Rented/Leased Contractors Equipment
 Policy Number: CPP2798398
 Policy Term: 12/16/2025 to 12/16/2026
 Limits - Leased Rented Equipment: \$100,000
 Certificate holder is included as Loss Payee as respects Leased/Rented Equipment.

NOTE: This Insured's Workers Compensation policy was rewritten for the 2025-2026 term. The policy & coverage forms are not currently available. REVISED COIs will be sent to each Holder when the policy comes in. Please be aware that it can take as much as thirty (30) days to get policies.

Grange Insurance Company
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 20

Policy Number: CPP 2798398

Contractors' Optimum Endorsement

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$25,000	Property Deductible	Outdoor Growing Stock	17
\$25,000	Property Deductible	Outdoor Property	15
\$10,000	Property Deductible	Personal Effects And Property Of Others (Maximum Of \$1,000 Per Employee For Loss Or Damage By Theft)	12
\$25,000	Property Deductible	Pollutant Clean up	5
Included	Property Deductible	Premises Redefined To 1,000 Feet	5
90 Days	None	Preservation Of Property	5
\$25,000	Property Deductible	Property In Transit	13
\$50,000 \$25,000 per Salesperson	Property Deductible	Property Off- Premises	13
25% Of BPP Subject To PLA	Property Deductible	Seasonal Increase	18
Included	Property Deductible	Selling Price Valuation Of Stock	18
\$25,000	Property Deductible	Signs Whether Attached To A Building Or Not	18

COMMERCIAL GENERAL LIABILITY COVERAGES

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Additional Insured - Lessor Of Leased Equipment	25
Included	None	Additional Insured - Managers Or Lessor Of Premises	26
Included	None	Additional Insureds Required By Contract	24
Included	None	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorization	26
Included	None	Aggregate Limit Per Location	23
Included	None	Aggregate Limit Per Project	23
Included	None	Blanket Primary And Noncontributory	28
Included	None	Broad Form Named Insured	24

Grange Insurance Company
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 20

Policy Number: CPP 2798398

Contractors' Optimum Endorsement

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Coverage For Injury To Leased Workers	19
\$300,000	None	Damage To Premises Rented To You - Increased Limit	19
Included	None	Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined	28
\$10,000	None	Electronic Data Liability	27
Included	None	Expected Or Intended Injury	18
Included	None	Incidental Medical Malpractice	27
Included	None	Liberalization Clause	29
\$25,000 Each Occurrence/ \$50,000 Aggregate	\$250	Limited Care, Custody Or Control Coverage	20
\$5,000 Each Occurrence	\$100	Lost Key Coverage	20
\$10,000	None	Medical Payments	27
Included	None	Mobile Equipment Redefined To 1,000 Pounds	29
Included	None	Newly Formed Or Acquired Organizations - 180 Days To Report	27
Included	None	Non-Owned Watercraft Redefined To 51 Feet	19
\$25,000	None	Property Damage To Borrowed Equipment	20
\$2,500	None	Supplementary Payments Increased Limits - Bonds	24
\$500 Per Day	None	Supplementary Payments Increased Limits - Earnings	24
Included	None	Unintentional Failure To Disclose Hazards	29
\$5,000 Each Occurrence/ \$25,000 Aggregate	\$250	Voluntary Property Damage	22
Included	None	Waiver Of Transfer Of Rights Of Recovery Against Others To Us	29

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any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

F. Additional Definition

The following is added to Section V - Definitions:

"Loss" means any unintentional "property damage" but does not include disappearance, abstraction or theft.

We will not pay for any "loss" under XIV. Limited Care, Custody Or Control Liability Coverage unless you are legally liable. If we provide coverage for the same "loss" under XIV. Limited Care, Custody Or Control Liability Coverage and XV. Voluntary Property Damage Coverage, the most we will pay for the "loss" under the two coverages combined is \$30,000.

XVI. Aggregate Limit Per Location

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C - Medical Payments, which can be attributed only to operations at a single designated "location" shown in the Declarations:

1. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location" shown in the Declarations.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

XVII. Aggregate Limit Per Project

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C - Medical Payments, which can be attributed only to ongoing operations at a single construction project:

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1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C - Medical Payments** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **Coverage A - Bodily Injury And Property Damage Liability** for damages or under **Coverage C - Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce any other Construction Project General Aggregate Limit for any other construction project.

XVIII. Supplementary Payments Increased Limits

Under Supplementary Payments - Coverage A. and B. of Section I:

- A. Paragraph 1.b. is replaced with the following:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

XIX. Broad Form Named Insured

Section II - Who Is An Insured is amended to include as a Named Insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision XIX. does not apply to "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

XX. Additional Insureds Required By Contract

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement or that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including, but not limited to:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other

than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XXI. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You

- A. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this provision XXI. ends when their contract or agreement with you for such leased equipment ends.

This provision XXI. Does not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which

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takes place after the equipment lease expires.

XXII. Additional Insured - Managers Or Lessors Of Premises When Required in Written Lease Agreement With You

Section II - Who Is An Insured is amended to include as an additional insured when required in a written lease agreement, any person(s) or organization(s) from whom you have leased premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

XXIII. Additional Insured - State Or Political Subdivisions Automatic Status When Required For Permits

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds in provisions XX, XXI, XXII. and XXIII., the following is added:

1. The insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
 - c. Does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage", or "personal or advertising injury".
2. The following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

Provisions XX, XXI, XXII. and XXIII. shall not increase the applicable Limits of Insurance shown in the Declarations and do not apply to any person(s) or organization(s) included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

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XXIV. Incidental Medical Malpractice

Paragraph 2.a.(1)(d) of Section II - Who Is An Insured, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

1. Nurses;
2. Emergency Medical Technicians; or
3. Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place. This coverage does not apply if you are in the business or occupation of providing any such professional services.

XXV. Newly Formed Or Acquired Organizations As Named Insureds

A. Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. Coverage A does not apply to

"damage to your products" that occurred before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

- B. The last paragraph of Section II - Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

XXVI. Medical Payments Increased Limits

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

XXVII. Electronic Data Liability

A. Exclusion 2.p. of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

B. The following paragraph is added to Section III - Limits Of Insurance:

8. Subject to 5. above, the Loss of Electronic Data Limit of \$10,000 is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

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C. The following definition is added to the Section V - Definitions:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this provision XXVII., the definition of "property damage" in Section V - Definitions is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

XXVIII. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined

- A. The requirement in Condition 2.a. of Section IV - Commercial General Liability

Conditions that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

B. The requirement in Condition 2.b. of Section IV - Commercial General Liability Conditions that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

XXIX. Blanket Primary And Noncontributory - Other Insurance Condition

Section IV - Commercial General Liability Conditions, is amended by the addition of the following to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions XX., XXI., XXII. and XXIII., subject to the following conditions:

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1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XXX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Other To Us is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of:

1. Your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard"; or
2. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

XXXI. Mobile Equipment Redefined

Paragraph 12.f., subparagraph (1) of Section V - Definitions does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXXII. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

XXXIII. Liberalization Clause

If we revise this Contractors' Optimum Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

With respect to the coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Broad Form Insured

Paragraph A.1., **Who Is An Insured**, is amended to include as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However:

- (1) The Named Insured does not include any organization:
 - (a) that is a partnership or joint venture; or
 - (b) that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.

Paragraph d.(1)(i) above does not apply to a policy written to apply specifically in excess of this policy.

- (2) Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.
- (3) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

e. Employees As Insureds - Non-ownership

Any employee of yours is an "insured":

- (1) While using a covered "auto" you don't own, hire or borrow in your business or personal affairs; or
- (2) While operating an "auto" hired or rented without a driver under contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Blanket Additional Insureds

Any person or organization whom you are required in a written contract or agreement to include as an additional "insured" with respect to your ownership, maintenance or use of a covered "auto". This provision only applies to written contracts or agreements that are signed prior to any "bodily injury" or "property damage" to which coverage applies.

Coverage under this provision (f.) shall be primary and non-contributory with respect to the person or organization included as an "insured" under this provision(f.), but only if the written contract or agreement requires coverage to be primary and non-contributory.

B. Increased Supplementary Payments

Paragraphs 2.a.(2) and (4) Supplementary Payments are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

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C. Amended Fellow Employee Exclusion

Exclusion 5, under Paragraph B., Exclusions, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The insurance provided under this provision is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE

The following coverages are added to Paragraph

A. Coverage, of SECTION III - PHYSICAL DAMAGE COVERAGE:

5. Hired Auto Physical Damage Coverage (Other Than "Mobile Equipment")

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (1) \$75,000;
 - (2) Actual Cash Value; or
 - (3) Cost of Repair.
- b. For each hired "auto", our obligation to pay for "loss" will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- c. The insurance provided under this coverage extension is primary over any other collectible insurance.
- d. Subject to the above limit, deductible and excess provisions, we will provide coverage

equal to the broadest coverage applicable to any covered "auto" you own.

- e. Subject to a maximum limit of \$500 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable for, and the lessor incurs an actual financial loss.

6. Air Bag Coverage

We will pay up to a maximum of \$1,000 per occurrence to have air bags in your covered "auto" replaced for an incurred "loss" resulting from accidental deployment. Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

7. Additional Living Expense

We will pay up to \$25 a day, to a maximum of \$400 for additional living expenses, meaning food, lodging and telephone costs, incurred by you due to a covered "loss" caused by:

- a. Comprehensive only if the Declarations indicate that Comprehensive Coverage is provided for that "auto".
- b. Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for that auto.
- c. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

This coverage applies only in the event that the "loss":

- a. Disables a covered "auto"; and
- b. Occurs more than 100 miles from the insured address shown in the Declarations or the garaging address of your covered "auto", if it is different from the insured address.

We will pay the additional living expenses incurred until your covered "auto" is returned to use or we pay for its "loss".

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8. Locked Vehicle Coverage

We will pay to have your covered "auto" unlocked if your vehicle's keys are locked inside your covered "auto". Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

9. Rental Reimbursement Coverage

The following coverage is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage:**

- a. This coverage applies only to a covered "auto" described in the policy.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, at a maximum of 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) A maximum payment of \$60 per day.
- e. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- f. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Coverage Extension**.

10. Loan Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The following changes have been made to **SECTION III - PHYSICAL DAMAGE COVERAGE:**

A. Towing and Labor

Paragraph A.2. Towing under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced by the following:

2. Towing and Labor

We will pay towing and labor costs incurred up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

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- a. For private passenger type vehicles or "light trucks" we will pay to up \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- b. For "medium trucks" we will pay up to \$175 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds.

However, the labor must be performed at the place of disablement.

B. Physical Damage Increased Transportation Expense Coverage

Coverage for temporary transportation expense under **4. Coverage Extensions, a. Transportation Expenses**, is increased to \$50 per day, up to a maximum limit of \$1,000.

C. Glass Repair - Waiver of Deductible

The following is added to Paragraph D. **Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV - BUSINESS AUTO CONDITIONS

A. Unintentional Failure to Disclose Hazards

Paragraph B., **General Conditions**, is amended by adding the following:

9. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for same.

B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status Under An Insured Contract

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following paragraphs:

- a. We waive any right of recovery we may have against any person or organization described in Paragraph b. below because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance, or use of a covered "auto" in performance of work being performed under a contract with that person or organization.
- b. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Individual or Organization when required by written contract or written agreement that is executed prior to any loss or damage.	Any & All jobs when required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NON-OWNED DISPOSAL SITE(S) LIABILITY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol CPW	Policy Number G71160920 008	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

THIS IS A CLAIMS-MADE ENDORSEMENT WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD.

PLEASE READ THIS ENDORSEMENT CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS ENDORSEMENT RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF INSURANCE AND ANY APPLICABLE DEDUCTIBLES.

SCHEDULE

Limits of Insurance:	\$1,000,000	Each Claim
	\$1,000,000	Non-Owned Disposal Site Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$10,000	Each Claim
Retroactive Date:	07/17/2018	

No coverage is provided under this policy for **Non-Owned Disposal Site(s)** unless this endorsement is attached as a part of the policy; coverage then applies only for the Limits of Insurance specifically listed in above SCHEDULE.

- A.** For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, A. Insuring Agreement** is deleted in its entirety and replaced by the following:

COVERAGES – NON-OWNED DISPOSAL SITE LIABILITY

Insuring Agreement

1. We will pay those sums in excess of the deductible shown in the above SCHEDULE that the insured becomes legally obligated to pay for **claim(s)** or **suit(s)** seeking damages for **bodily injury, property damage, or cleanup costs arising** from liability of the insured that results from **pollution condition(s)** on, at, under, or migrated beyond the boundaries of a **Non-Owned Disposal Site** as a result of the disposal of any material or waste by the insured provided:
 - a. Such **pollution condition(s)** first commence after the Retroactive Date listed in the above SCHEDULE, if any, and before the end of the **policy period** and any resulting **claim(s)** are reported to us in writing, during the **policy period** or any applicable Extended Reporting Period; and
 - b. The material or waste is from a job site where **your work** is being performed or has ever been performed; and

- c. The **Non-Owned Disposal Site** is not owned, operated, leased, or maintained by the **Named Insured** or any related entity; and
- d. The **Non-Owned Disposal Site** is a treatment, storage or disposal facility that:
 - i. Is currently permitted and/or licensed by the applicable federal, state, provincial, or municipal authorities; and
 - ii. Is permitted at the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal; and
- e. the **Non-Owned Disposal Site** is not listed on a proposed or final federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database, at or prior to the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal

We shall have the right and duty to defend the insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

We may, at our discretion, investigate any **loss** and settle any **claim(s)** or **suit(s)** that may result. But the amount we will pay for damages is limited as described in **C. LIMITS OF INSURANCE** below; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

In the event a **loss** continues to take place during multiple policy periods for policies issued by us, all **bodily injury** and **property damage** arising out of such **loss** will be deemed to take place during the earliest period during which the **loss** commenced.

- B. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, Exclusions, Non-Owned Disposal Sites** is deleted in its entirety and replaced by the following:

Bodily injury or **property damage** arising out of **pollution conditions** on, at, under or migrated from a **Non-Owned Disposal Site**. This exclusion does not apply to **Non-Owned Disposal Site(s)** described above in **COVERAGES, NON-OWNED DISPOSAL SITE LIABILITY, Insuring Agreement**.

- C. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, LIMITS OF INSURANCE** is amended to include the following:

The Each Claim Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of all damages because of a **loss** arising out of any one **claim(s)** or **suit(s)** under this endorsement. The most we will pay with respect to any **pollution condition** that continues during the policy periods of more than one Non-Owned Disposal Site Liability Coverage Part is the Each Claim Limit shown in the SCHEDULE set forth above applicable to the first policy period during which the **pollution condition** commenced. The Contractors Pollution Liability Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The Non-Owned Disposal Site Aggregate Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this endorsement. The General Aggregate Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The deductible amount stated in the SCHEDULE set forth above is applicable to each **claim** and applies once to each **claim** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

- D. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, DEFINITIONS** is amended to include the following additional **DEFINITION**:

Non-Owned Disposal Site means a facility or site that is used for treatment, storage or disposal of any material or waste.

- E. For the purposes of this endorsement, the following Extended Reporting Period Provisions are added:

EXTENDED REPORTING PERIOD

In the event that the coverage provided by this endorsement is deleted or the policy is cancelled or non-renewed by the insured or the Company, for any reason, except for non-payment of premium or non-payment of deductible amounts, the following shall apply:

A. Automatic Extended Reporting Period

1. The Insurer shall provide the insured at no additional premium an Automatic Extended Reporting Period of sixty (60) days for any **claim(s)** first made against the **insured** during this automatic extended reporting period provided:
 - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
 - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
 - c. The **claim(s)** is reported in writing to the Insurer within sixty (60) days immediately following the expiration or cancellation date of the Policy.
2. The Automatic Extended Reporting Period shall become effective on the expiration or cancellation date of the Policy.
3. The Automatic Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
4. The Automatic Extended Reporting Period shall not be provided if the insured has purchased other insurance to replace the coverage provided under this Policy.

B. Optional Extended Reporting Period

1. The **Named Insured**, upon payment of a maximum additional premium of 200% of the annual policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-four (34) months for any **claim(s)** first made against the **insured** during this optional extended reporting period or the automatic extended reporting period provided:
 - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
 - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
 - c. The **claim(s)** is reported in writing to the Insurer within 36 months immediately following the expiration or cancellation date of the Policy.
2. A written request for the Optional Extended Reporting Period must be received by the Insurer within thirty (30) days immediately following the expiration or cancellation date of the Policy.

3. Upon payment of the additional premium, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.
4. The Optional Extended Reporting Period shall become effective on the expiration date of the Automatic Extended Reporting Period.
5. The Optional Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.

All other terms and conditions remain the same.

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured			Endorsement Number
Policy Symbol CPW	Policy Number G7116092-008	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

<u>Name of Person(s) or Organization(s):</u> As required by written contract, prior to a loss to which this insurance applies.
--

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

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused in ,whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

Westchester

A Chubb Company

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



A Chubb Company

ADDITIONAL INSURED ENDORSEMENT' - PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured Outdoor Living Southeast, Inc		Endorsement Number
Policy Symbol CPW	Policy Number G71160920 006	
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

<u>Name of Person or Organization(s)</u> , As required by written contract, prior to a loss to which this insurance applies.
--

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

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Named Insured Outdoor Living Southeast, Inc			Endorsement Number
Policy Symbol CPW	Policy Number G71160920	Policy Period 07-17-2025 to 07-17-2026	Effective Date of Endorsement 07-17-2025
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

<u>Name of Person or Organization:</u> As required by written contract, prior to a loss to which this insurance applies.
--

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

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following :

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

All other terms and conditions remain the same.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured Outdoor Living Southeast, Inc			Endorsement Number
Policy Symbol CPW	Policy Number G71160920 008	Policy Period 07/17/2025 to 07/17/2026	Effective Date of Endorsement 07/17/2025
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR’S POLLUTION LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. The **named insured** has agreed in a written contract or agreement that this insurance would:
 - (1) act as primary insurance; and
 - (2) would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: #14861 - Annual Landscaping & Grounds Maintenance with Outdoor Living Southeast, Inc.

ITB No. 26-43-MB

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Outdoor Living Southeast, Inc.

1420 Gornto Rd

Valdosta, GA 31602

brent@outdoorlivingse.com

CONTRACTOR

By: Charles Brent Moore, Jr.
A1D52DE04CB340C

Print: Charles Brent Moore, Jr.

Title: President

Date: 12/18/2025

Exhibit 5: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14861 – Annual Landscaping & Grounds Maintenance with Outdoor Living Southeast, Inc.

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)			
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date

Exhibit 6: No Coercion Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, Charles Brent Moore, Jr., as President of the Outdoor Living Southeast, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the Outdoor Living Southeast, Inc..
3. I attest and affirm that Outdoor Living Southeast, Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:

 A1D52DF04CB340C...
 Signature

Charles Brent Moore, Jr.
 Name Printed

12/18/2025
 Date Signed

Exhibit 7: Foreign Countries of Concern Affidavit

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, Charles Brent Moore, Jr., as President of the Outdoor Living Southeast, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of Outdoor Living Southeast, Inc..

3. I attest and affirm that the following is true and correct: _

a. Outdoor Living Southeast, Inc. is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in Outdoor Living Southeast, Inc..

c. Outdoor Living Southeast, Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:

A1D62DF04CB340C...
Signature

Charles Brent Moore, Jr.
Name Printed

12/18/2025
Date Signed

Exhibit 8: Work Order/Notice to Proceed

Work Order No: _____

Purchase Order No.: _____

Agreement No.: _____

Project No.: _____

Project Description:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

Contractor:

Contractor's Address:

Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, Contractor services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement executed on _____, between the County and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

The Contractor shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION & LIQUIDATED DAMAGES:

Time is of the essence in the completion of the work described in this Work Order. The work authorized by this Work Order shall be commenced on or before **[insert date]** and shall be completed within _____ (____) working days.

METHOD OF COMPENSATION:

This Work Order is issued in the amount of: _____ (\$ _____).

The Work includes:

- Unit Price items, included in above-referenced Agreement
- Lump Sum items for incidental construction, not included in above-referenced Agreement

For performing the Work described, the Contractor shall be paid a sum that SHALL NOT EXCEED

_____ (\$ _____) unless a Work Order Amendment is issued in accordance with the above-referenced Agreement. The Contractor shall invoice the County at the prices set forth in the above-referenced Agreement. County shall pay the Contractor only for the actual quantities of Work performed or materials furnished in accordance with the above-referenced Agreement.

The Parties agree that the Estimated Quantities set forth in this Work Order may be increased or decreased as provided in the above-referenced Agreement without, in any way, changing or invalidating the any of the Unit or Lump Sum prices set forth in this Work Order.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that this Work Order, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

CONTRACTOR:

Witness

By: _____
Signature

Title: _____
Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____
Travis Parker
Facilities Director
Alachua County

Date: _____

Exhibit 8-A: Amendment To Work Order For Continuing Contracts

AMENDMENT # _____

Project # _____

Date Issued: _____

Contractor: _____

Purchase Order # _____

Contract Manager: _____

Project #: _____

Work Order Description:
Change to Work Order:

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Days: _____

Days Added (Deducted): _____

Not valid until signed by County

ALACHUA COUNTY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

Certificate Of Completion

Envelope Id: 994DB26C-667B-404B-BE4E-20B73033695C	Status: Completed
Subject: Please DocuSign: Agreement #14861 - Annual Landscaping & Grounds Maintenance with Alachua County	
Source Envelope:	
Document Pages: 37	Signatures: 5
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 149.19.43.13

Record Tracking

Status: Original 10/6/2025 10:08:09 AM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: Docusign

Signer Events

Charles Brent Moore, Jr.
brent@outdoorlivingse.com
CEO
Outdoor Living Southeast Inc.
Security Level: Email, Account Authentication (None)

Signature

Signed by:

A1D52DF04CB340C...
Signature Adoption: Pre-selected Style
Using IP Address: 134.22.47.195

Timestamp

Sent: 10/6/2025 10:16:23 AM
Resent: 10/8/2025 8:49:52 AM
Resent: 10/9/2025 8:54:12 AM
Resent: 10/10/2025 9:41:26 AM
Resent: 11/13/2025 2:30:51 PM
Resent: 11/19/2025 3:45:59 PM
Resent: 11/25/2025 9:42:04 AM
Resent: 12/3/2025 8:56:55 AM
Resent: 12/18/2025 4:20:02 PM
Viewed: 12/18/2025 4:25:27 PM
Signed: 12/18/2025 4:38:42 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2025 4:25:27 PM
ID: e19ab382-6d68-49b9-bb2e-8d741c437e33

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Thomas (Jon) Rouse
trouse@alachuacounty.us
Contracts Supervisor
Alachua County Board of County Commissioners
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/18/2025 4:38:44 PM

Electronic Record and Signature Disclosure:

Accepted: 9/9/2025 2:41:46 PM
ID: b6a30969-f787-41b2-be45-7b0cf30eafbe

Barbara Fair
bafair@alachuacounty.us
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/18/2025 4:38:45 PM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carolyn Miller
crmiller@alachuacounty.us
Procurement Specialist
Procurement
Security Level: Email, Account Authentication
(None)



Sent: 12/18/2025 4:38:45 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/6/2025 10:16:23 AM
Envelope Updated	Security Checked	10/8/2025 8:49:45 AM
Envelope Updated	Security Checked	10/8/2025 8:49:45 AM
Envelope Updated	Security Checked	10/10/2025 9:41:19 AM
Envelope Updated	Security Checked	12/18/2025 4:19:56 PM
Envelope Updated	Security Checked	12/18/2025 4:19:56 PM
Certified Delivered	Security Checked	12/18/2025 4:25:27 PM
Signing Complete	Security Checked	12/18/2025 4:38:42 PM
Completed	Security Checked	12/18/2025 4:38:45 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.