

**CONTRACTUAL SERVICES AGREEMENT NO. 12067 WITH SOUTHERN LAWN CARE  
MID FLORIDA INC., FOR ANNUAL LANDSCAPING AND LAWN MAINTENANCE**

This Agreement is entered into on \_\_\_\_\_, 2021, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and SOUTHERN LAWN CARE MID FLORIDA, INC, a Florida for Profit Corporation with a principle business address located at 13900 NE 41st Terr, Anthony, FL 32617 hereinafter referred to as "Contractor". Collectively hereinafter County and Contractor referred to as "Parties").

**WITNESSETH**

**WHEREAS**, the County issued Written Quote (WQ) 22-2 seeking Contractors to furnish Annual Landscaping and Lawn Maintenance Services (the "Services"), in Alachua County, Florida; and

**WHEREAS**, after evaluating and considering all timely responses to WQ 22-2, the County identified the Contractor as the top ranked firm; and

**WHEREAS**, the County desires to contract with the Contractor to provide the Services described in WQ 22-2 and the Contractor desires to provide such Services to the County in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

- 1.1. This Agreement is effective for one (1) year(s) beginning October 1, 2021 and continuing through September 30, 2022 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions outlined herein.
- 1.2. 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. Therefore, the continuation of this Agreement beyond the end of any 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.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1.**
  
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the services described.
  - 3.2. The Contractor maintains all necessary permits and licenses to perform the services described
  - 3.3. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
  - 3.4. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
  
4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
  - 4.1. The Contractor shall be paid a sum Not to Exceed \$35,000.00, annually, October 1-September 30, for the initial term of this Agreement, in accordance with the rate schedule at **Exhibit 2.**
  - 4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. 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 consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director  
Alachua County Facilities  
915 SE 5<sup>th</sup> Street  
Gainesville, FL 32601  
facfiscal@alachuacounty.us

4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and shall be remitted to:

SOUTHERN LAWN CARE MID FLORIDA, INC  
13900 NE 41st Terr  
Anthony, FL 32617  
Kawboy123@gmail.com

4.4. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. **Alachua County Minimum Wage:**

5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2. The Contractor must provide certification, a copy of which is attached hereto as **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

5.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

5.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

6. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Department Director  
Alachua County Facilities  
915 SE 5<sup>th</sup> Street  
Gainesville, FL 32601  
[pthomas@alachuacounty.us](mailto:pthomas@alachuacounty.us)

Contractor:

SOUTHERN LAWN CARE MID FLORIDA, INC  
13900 NE 41st Terr  
Anthony, FL 32617  
[Kawboy123@gmail.com](mailto:Kawboy123@gmail.com)

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32602  
ATTN: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

## 7. **Default and Termination.**

- 7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Facilities Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 7.2. The County may also terminate this Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.
- 7.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.

## 8. **Project Records.**

### 8.1. **General Provisions:**

- 8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official

business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.2. In accordance with §119.0701, Florida Statutes, the Contractor (referred hereinafter in all of the “Project Records” section collectively as “Contractor”), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

## 8.2. Confidential Information:

8.2.1. During the term of this Agreement or license, the Contractor may claim that some or all 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 Public Record Act. 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 information properly identified by the Contractor as “Confidential Information” or “CI.”

8.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor’s Confidential Information and the 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 the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, 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 attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

8.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of this Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of this Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

8.4. **Compliance:** A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601**

9. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 3**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.

10. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

11. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws,

ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

12. **Indemnification.**

12.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

12.2. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

12.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Contractor.

12.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

12.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

13. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with this Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

14. **Successors and Assigns.** 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.

15. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.
16. **Collusion.** By signing this Agreement, the 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.
17. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
18. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
19. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of this 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 or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
20. **Non-Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
21. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
22. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
23. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
24. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

25. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
26. **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 fax or 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.
27. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
28. **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. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), 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.
29. **U.S. Department of Homeland Security E-Verify System.**
- 29.1. The 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 this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.
- 29.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County’s 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>.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_

Michele Lieberman, County Manager

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

APPROVED AS TO FORM

DocuSigned by:

*Diana Johnson*

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Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:

By: \_\_\_\_\_

*TIM MCQUAIG*

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Print: \_\_\_\_\_  
TIM MCQUAIG

Title: President

Date: 8/13/2021

**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 AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

## **Exhibit 1: Scope of Services**

### **1. GENERAL CONDITIONS:**

- 1.1. The Contractor shall provide all labor, equipment and materials to provide Annual Landscaping and Lawn Maintenance Services for Alachua County to maintain the landscape in an attractive and healthy condition throughout the contract period. The contractor warrants that all services will be performed in a timely and first-class workmanlike manner.
- 1.2. The Contractor shall keep the property free and clear at all times of excess materials, debris and equipment.
- 1.3. The Contractor shall perform the basic services identified in this Agreement within the boundaries of each of the following scheduled County properties: Community Support Services/Health Department, Tax Collector-34th Street Tag Agency, Alachua County Animal Services, Fire Rescue on 34th Street, Evergreen Cemetery, and Farmers Market/Fire Rescue Central Supply Warehouse.
- 1.4. Environmental Laws/Ordinances: Contractor must comply with all local state and Federal environmental laws and ordinances.
  - 1.4.1. In accordance with Alachua County Administrative Procedure 26 (AP-26), effective 6/12/2018, titled Water Conservation, Contractor must adhere to the following requirements:
    - 1.4.1.1. Landscaping. Landscapes shall incorporate the Florida Friendly Landscaping principles. Permanent landscape irrigation shall not be installed, except for athletic fields or edible landscapes. Temporary above ground irrigation may be used for the establishment of new landscapes.
    - 1.4.1.2. The use of native vegetation shall be maximized in new landscaping.
    - 1.4.1.3. The use of fertilizers shall be minimized. Fertilizers shall only be applied by GIBMP trained employees/contractors on an as needed basis to address deficiencies.
    - 1.4.1.4. The use of herbicides and pesticides shall be minimized and shall only be applied by licensed applicators to spot treat issues as a last resort. Integrated Pest Management shall be routinely practiced.
    - 1.4.1.5. Landscaping wastes (including grass clippings) shall not be discharged to streets, stormwater systems, or surface waters.
- 1.5. Permits and Licenses: The Contractor and their employees shall be properly permitted and have any and all Federal, State and local licenses required engaging in the work set forth in this Scope of Service including pesticides and fertilizers certification.

1.6. Peak Season Cuts: Peak season will occur during the periods April thru October. Scheduled mowing will be in accordance with 2.4.3 below, Frequency and Scheduled Locations. There will be days when the vendor should plan on providing back up capacity due to the weather.

1.7. Emergency Work: Emergency work is the work that must be accomplished within 24 (twenty-four) hours to prevent personal injury, continued damage to structure or equipment, or work degradation. Emergency work (per Written Quote Form) usually requires site visits to determine scope of work and material requirements. However, in some cases contingency plans can and should be prepared based on probability of an emergency occurring. Plans are then activated when necessary.

1.8. Contractor Communication

1.8.1. Contractor must provide contact information and be able to be reached by phone while on County properties, in case of emergencies or additional services request.

1.8.2. Contractor must call FM upon completion of schedule services.

1.9. Accountability

1.9.1. Contractor is responsible for work planning, workforce training and scheduling, and ensuring all work meets quality standards. The work schedule must be acceptable to County.

1.9.2. Contractor must identify and correct any quality problems

1.10. Safety

1.10.1. Contractors will use safe and acceptable work procedures at all times. All local, state and Federal laws, regulations, and directives affecting safety and health will be followed.

1.10.2. The Contractor shall provide all safety equipment associated with work within the specification to protect their employees.

1.11. Incident/Accident: Contractor must report any accidents involving personnel or property damages to Facilities Management immediately. FM will verify information and report it to the County's Risk Management Department.

1.12. Inspections

1.12.1. FM will inspect all work performed by Contractors prior to approving of payment.

1.12.2. Contractor must provide a lead worker or supervisor who will inspect grounds services prior to leading the site verifying that the work is performed according to the specifications. If any problems are identified, the contractor will have 24 hours to return to the site and remedy and/or correct deficiencies, failure to do so may result in a delay of payment.

1.13. Additional Services

1.13.1. The Contractor shall provide an hourly rate (per their Written Quote Form) when requested to perform any additional services. This will require the contractor to do a site visit with a representative from FM to identify and provide a cost estimate based on that scope of services and materials.

1.13.2. Prior to the commencement of any unscheduled projects, the Contractor will be required to provide Alachua County with a proposed cost estimate (per Written Quote Form) of the project for review and approval. If there is a change in the project scope which causes a change in price, the contractor must resubmit a revised cost estimate (per their Written Quote Form) and receive approval prior to performing work.

**2. MOWING**

2.1. Contractor shall mow all grass areas and areas along the buildings, sidewalks and roadways. Lawns shall be mowed at the appropriate height as determined by the specific turfgrass species. The Contractor shall mow in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass. Contractor shall cut no more than one-third (1/3) of the leaf blade per mowing event. Mower blades must be kept sharp to provide a high-quality cut and reduce negative effects on turfgrass health.

2.2. Contractor shall leave no readily visible clumps of clippings on the grass surface after mowing. Contractor shall disperse large clumps of clippings into the turf.

2.3. Contractor shall be responsible for repairing/replacing any lawns/grasses that are damaged as a result of failing to cut according to industry standards.

2.4. Mowing Season and Frequency

2.4.1. The Contractor shall mow all areas in accordance with paragraph 2.4.3.

2.4.2. During extended rainy or dry periods, Contractor shall mow as conditions dictate. If weather conditions prevent mowing or edging on the scheduled day, then Contractor shall perform the mowing and edging the following day. If the wet or dry weather persists, Contractor shall coordinate with the County to set up an alternate schedule. Contractor shall not mow wet or severely drought-stressed turf.

## 2.4.3. Frequency and Scheduled Locations:

Scheduled Location	Frequency (mows per month)												Total Cuts
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	
CSS/Health Department	2	2	2	2	2	2	5	4	4	5	4	4	38
34th Street Tag Agency	2	2	2	2	2	2	5	4	4	5	4	4	38
Alachua County Animal Services	4	2	2	2	2	2	5	4	4	5	4	4	40
Farmers Market/Fire Central Supply Warehouse	2	2	2	2	2	2	5	4	4	5	4	4	38
Fire Rescue #33 on 34th Street	2	2	2	2	2	2	5	4	4	5	4	4	38
Evergreen Cemetery	2	1	1	1	1	1	2	2	2	2	2	2	19

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## 2.4.4. Locations and Addresses



Location	Address
CSS/Health Department	224 SE 24th Street, Gainesville, FL
34th Street Tag Agency	5801 NW 34th Street, Gainesville FL
Alachua County Animal Services	3400 NE 53rd Avenue, Gainesville FL
Farmers Market/Fire Central Supply Warehouse	5900 NW 13th Street, Gainesville FL
Fire Rescue #33 on 34th Street	5901 NW 34th Street, Gainesville FL
Evergreen Cemetery	401 SE 21st Avenue, Gainesville FL

2.5. Equipment: The equipment used by the Contractor must be commercial grade and have all safety device and/or switches as per manufactured design and be in good repair and shall be maintained to produce a clean, sharp level cut and uniform distribution of the cuttings at all times.

2.6. Debris and Trash: The Contractor, prior to each mowing, shall pick up debris and trash located on the ground within the mowing area. Debris that would be torn, ripped, scattered or further subdivided by the mower resulting in an objectionable appearance shall be picked up. All collected debris and trash shall be placed in or by a trash can for disposal by county personnel. Debris such as limbs, bushes or other large items shall be picked up and removed from the site by the Contractor.

## 2.7. Trimming and Edging

2.7.1. The Contractor shall, during each mowing, edge and trim around all items such as sidewalks, walkways, driveways, HVAC units, antennas, signage, electrical equipment, building, tree rings, fences, etc.

2.7.2. The Contractor shall also edge along all plant beds, parking lots and other edges as necessary to maintain a clean, distinct edge. Use of herbicides in lieu of or in addition to trimming is acceptable, subject to approval by the Facilities Management Manager.

2.7.2.1. The Contractor shall obtain all required licenses for the use of herbicides or pesticides.

2.7.2.2. After each application, signage must be posted in accordance with applicable laws or ordinances.

2.7.3. Permanent fixtures in lawn areas are to be trimmed to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

2.7.4. All shrubbery shall be trimmed as needed and all clippings shall be picked up and properly disposed of to maintain a neat and acceptable appearance.

### **3. PRUNING**

3.1. Contractor shall use current techniques and standards and prune selectively to improve structure and health while enhancing flowering and appearance.

3.2. Contractor shall prune shrubs on a quarterly basis to provide shape, fullness, and flowering. Contractor shall not prune spring-flowering shrubs until after the bloom period.

3.3. Contractor shall maintain shrubs to avoid contact with structures and provide clearance of 12-18 inches.

3.4. Contractor shall maintain hedges to ensure top of the hedge is maintained at a width narrower than the bottom to allow sunlight to reach lower foliage.

3.5. Contractor shall remove dead or broken branches when noted. Selective removal of small sections of branches as a form of pest control is also acceptable providing the natural shape of the shrub is maintained. Contractor shall not prune during or immediately after growth flushes.

3.6. Dead or damaged portions of plants shall be removed to promote healthy plant growth.

3.7. Groundcovers require minimal pruning. Contractor shall confine and maintain groundcovers within plant beds. Groundcovers shall not be allowed to grow over paved areas. Groundcover shall not be allowed to grow into or through shrubs or other plantings.

### **4. WEEDS**

4.1. Weed control is to be by whatever method necessary, including manual extraction.

4.2. Weeds must be eradicated and removed to present a neat, well-maintained appearance at all times. Weeds that cannot be removed by hand should be treated with post-emergent herbicides.

4.3. Pre-emergent herbicides should be applied in spring and fall.

## **5. PLANT BEDS**

- 5.1. Mulch in plant beds must be maintained at a minimum depth of three inches during all seasons of the year. The Facility Manager must approve the type of mulch.
- 5.2. Shrub beds and tree wells are to be mulched a minimum of twice a year. The Contractor shall avoid excessive application of mulch around and on top of plants and shrubs.

## **6. FINISH AND CLEANUP**

- 6.1. The Contractor shall sweep or air-blow all hard surfaces, including those near a stormwater inlet or catch basin, to remove dirt, dust and/or clippings caused by the mowing. All mowing shall be performed in such a manner as to result in a standard of mowed grass or vegetation cut uniformly.
  - 6.2. The Contractor shall collect and deposit excessive accumulations of cuttings at designated locations.
7. **DAMAGES:** Any damage caused by the Contractor to the grounds or facilities shall be repaired by the Contractor at no cost to the County and to the County's satisfaction.

## **8. WORK HOURS AND CONDITIONS**

- 8.1. Contractor and FM will establish a service schedule for each location and the Contractor will follow to this schedule; County must approve all work outside the approved scheduled services.
- 8.2. No grass shall be cut in residential areas prior to 9:00 am during the week.
- 8.3. The services shall be performed on weekdays at the following locations:
  - 8.3.1. Community Support Services Building/Health Department
  - 8.3.2. 34th Street Tag Agency
  - 8.3.3. Jonesville Abandon Fire Station
  - 8.3.4. Former Florida Driver's License Office
  - 8.3.5. Alachua County Animal Services
  - 8.3.6. Fire Rescue Warehouse/Central Supply Warehouse
  - 8.3.7. Evergreen Cemetery
- 8.4. The services shall be performed on weekends only at the following location:
  - 8.4.1. Community Support Services/Health Department

## **9. REPORTS AND SDS SHEETS (SAFETY DATA SHEETS)**

- 9.1. The Contractor shall provide FM with current SDS Sheets on all chemicals utilized.
- 9.2. The Contractor shall inspect all grass areas, plants and trees for signs of disease, infestation, yellowing of leaves or insect-ridden conditions each service and treat as needed. The results of these inspections and treatments will be reported to the Facilities Management Director or designee during each visit and reported on a Monthly Summary Report. Report any of the following conditions:
  - 9.2.1. Fallen trees
  - 9.2.2. Insects infestations
  - 9.2.3. Illegal dumping
  - 9.2.4. Broken and/or damaged irrigation systems
- 9.3. A Monthly Summary: Report will be submitted to the department by the Contractor on a monthly basis, as a means to verify the performance of services in order to establish a deduction in payment if services are not performed as required by the contract. The monthly payments are directly related to the work performed each month and submitted in the Contractor's monthly invoice, with supporting documentation including required reports.
10. **ADDITIONS TO CONTRACT:** The County reserves the option to add or delete services within the scope of the written quote, by accepting a mutually-agreed upon price or by obtaining such items via the County's regular Procurement Procedures, as deemed in the best interest of the County.

## **Exhibit 2: Service Rates**

Scheduled Projects	A Cost for mowing, trimming / edging, and weeding per trip	B Times per Year	C Annual cost for mowing, trimming / edging, and weeding  (A*B) = TOTAL	D Cost to fluff, and add Mulch per trip	E Times per Year	F Annual cost to fluff, and add Mulch  (D*E) = TOTAL	G Cost for quarterly pruning	H Times per year	I Annual cost for quarterly pruning  (G*H) = TOTAL	J Total Annual Cost per Location  (C+F+I) = TOTAL
CSS/Health Department	175. / trip	38	6650.	0	0	0	/ quarter 100.	4	400.	7050.
34th Street Tag Agency	65. / trip	38	2470.	/trip 100.	2	200.	/ quarter 75.	4	300.	2970.
Alachua County Animal Services	95. / trip	40	3800.	/trip 100.	2	200.	/ quarter 40.	4	160.	4160.
Fire Rescue on 34th Street	100. / trip	38	3800.	/trip 100.	2	200.	/ quarter 50.	4	200.	4200.
Jonesville Abandon Fire Station	50. / trip	24	1200.	0	0	0	0	0	0	1200.
Evergreen Cemetery	50. / trip	19	950.	0	0	0	0	0	0	950.
Farmers Market/Fire Central Supply Warehouse	75. / trip	38	2850.	0	0	0	/ quarter 50.	4	200.	3050.

<b>GRAND TOTAL For Scheduled Visits</b>		\$ 23580.
<b>\$ Additional Services Labor Rate</b>		
<b>Regular Business Hours</b>	35.	/ hour
<b>After Hours/Emergency</b>	75.	/ hour
<input checked="" type="checkbox"/> (Confirm By Checking)	I, Contractor, INCLUDED my Herbicide/Pesticide Application Certification with this written quote.	

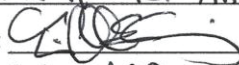
\* Trip – includes the mowing, trimming/edging, and weeding I have renewed my Limited Commercial Spray License but have not received it yet from FDACS. Im good till March 2022

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1  No #2  No #3  No #4  No #5

Bidder: Southern Lawn Care Mid Florida Inc. Company: Tim McQuaig

Address: 13900 NE 41st Ter Anthony, Fl. 32617

Authorized Signature:  Title: President

Clearly Print Name: Tim McQuaig

Phone: 352-304-3921 Fax: — Date: 5/18/21

Email Address: Kawboy32x@gmail.com

### **Exhibit 3: Insurance Requirements**

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

**The Contractor shall procure and maintain for the duration of this contract 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 the 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 the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The 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**

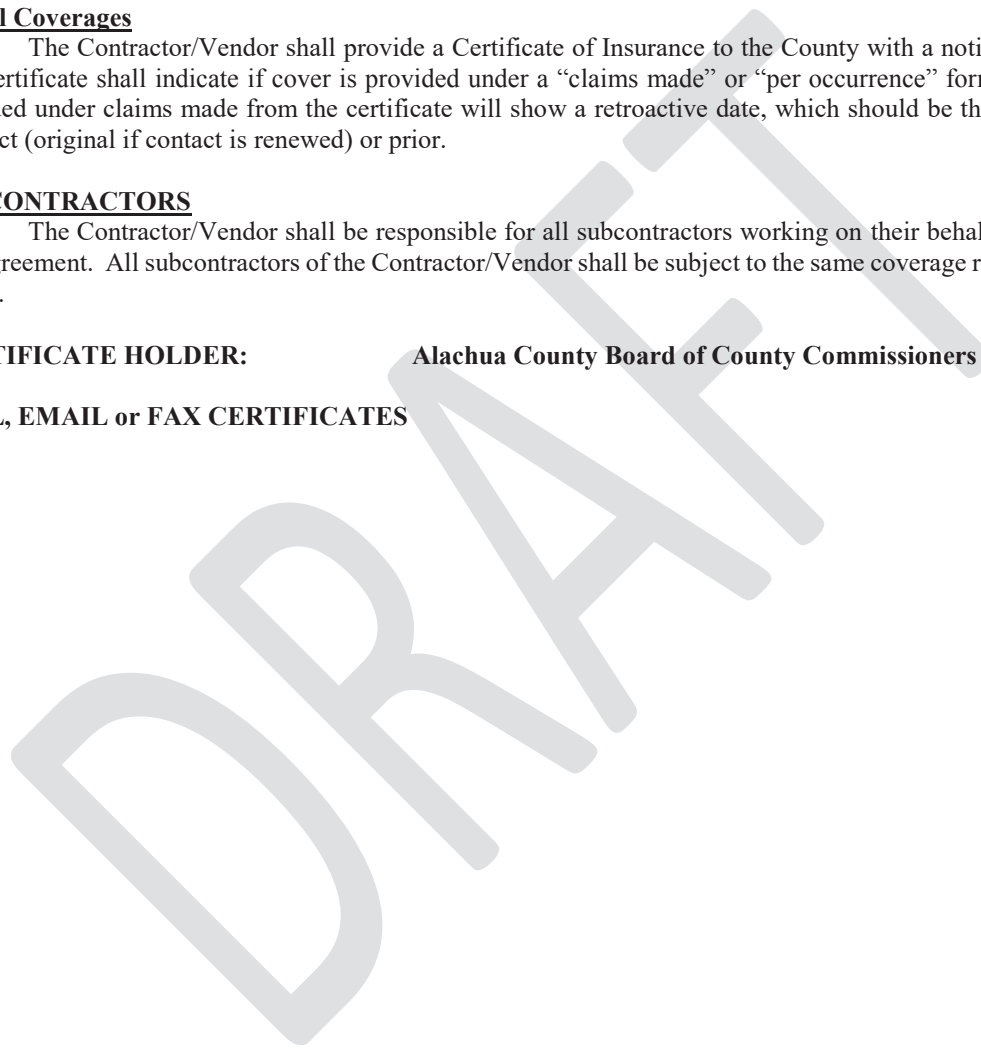
The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date,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

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the 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**





**Exhibit 3-A: Certificate of Insurance**

DRAFT

**Exhibit 4: Certification of Meeting Alachua County Wage Ordinance**

The undersigned 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 Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

SOUTHERN LAWN CARE MID FLORIDA, INC  
13900 NE 41st Terr  
Anthony, FL 32617  
Kawboy123@gmail.com

Project Description: *Annual landscaping and lawn maintenance*

**CONTRACTOR**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

**Certificate Of Completion**

Envelope Id: 09884B8F4D4741768ACF6D6BA2416F27	Status: Completed
Subject: Please DocuSign: 12067 Agr Southern Lawn Care for ANNUAL LANDSCAPING AND LAWN MAINTENANCE_8.13....	
Source Envelope:	
Document Pages: 26	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator: Thomas (Jon) Rouse trouse@alachuacounty.us
Envelopeld Stamping: Enabled	IP Address: 104.225.164.7
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	


**Record Tracking**

Status: Original 8/13/2021 10:54:32 AM	Holder: Thomas (Jon) Rouse trouse@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

**Signer Events**

TIM MCQUAIG  
kawboy32x@gmail.com  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
5F5B8B04FEEA49A...

Signature Adoption: Pre-selected Style  
Using IP Address: 71.214.10.251

**Timestamp**

Sent: 8/13/2021 11:09:09 AM  
Viewed: 8/13/2021 11:11:13 AM  
Signed: 8/13/2021 11:14:10 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/13/2021 11:11:13 AM  
ID: f4e7b07f-4b1c-4f21-87fb-af84f382a60d

**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****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	8/13/2021 11:09:09 AM
Certified Delivered	Security Checked	8/13/2021 11:11:13 AM
Signing Complete	Security Checked	8/13/2021 11:14:10 AM
Completed	Security Checked	8/13/2021 11:14:10 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **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](mailto: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](mailto: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](mailto: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](mailto: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.