

CONTRACT

THIS CONTRACT made effective the _____ day of March, **2015** by and between City of Alachua, hereinafter referred to as CITY and Watson Yard and Lawn Service hereinafter referred to as CONTRACTOR,

WITNESSETH:

THAT WHEREAS, CITY has prepared plans and specifications, instructions, terms, conditions, General Conditions and the city Purchasing and Sales Policy and Regulations, all of which are incorporated in the Contract Documents and further incorporated herein to make up City of Alachua RFB 2015-05; and

WHEREAS, CONTRACTOR has submitted to CITY a bid, as incorporated herein as Exhibit A, in accordance with the terms of this Contract and the Contract Documents; and

WHEREAS, CITY, has determined and declared CONTRACTOR , has submitted the lowest responsible bid for the work specified herein and hereby awards to CONTRACTOR this contract for the sum or sums named in CONTRACTOR bid as set forth in Exhibit A;

ARTICLE I. CONTRACTOR shall furnish the labor, equipment, materials, supplies and or services as specified and required in the Contract Documents which are incorporated herein by reference.

ARTICLE II. The work shall be performed by CONTRACTOR in accordance with the Contract Documents and completed as set forth in Article IV.

ARTICLE III. CITY shall pay, in monthly pro rated installments as set forth on Exhibit A, and upon completion by CONTRACTOR and acceptance of all work by the CITY, the sum of twenty nine thousand, eight hundred sixty five dollars and no cents (\$29,865.00), plus or minus the similarly prorated and total amount of any properly executed Change Order which must be on the form attached as Exhibit B.

ARTICLE IV. CITY and CONTRACTOR agree time is of the essence in the completion of the project and the deadline for completion is March 31, 2016 unless CONTRACTOR obtains a Change Order (Exhibit B) extending the date. A Change Order extending the date will not be granted unless the reason for extension is outside the reasonable control of CONTRACTOR such as a pervasive shortage of materials/supplies necessary for the work, acts of terrorism or war or extremely unusual and severe weather. The parties agree CITY will suffer damages

in the event the work is not completed and accepted by the required completion date. Therefore, it is agreed, since the amount of damage from delay is not able to be specifically determined at this point, that a reasonable approximation of damage is \$100.00 per day past the scheduled completion date. The parties agree the \$100.00 amount is not a penalty but is a reasonable approximation of actual damage that will be suffered by CITY.

ARTICLE V. CONTRACTOR hereby agrees to indemnify CITY for any loss caused directly, indirectly, by a subcontractor, agent, employee acting on its behalf or in its stead or caused by any product, service or work supplied pursuant to this contract. CONTRACTOR will continue to maintain its status and meet requirements as an approved vendor of City of Alachua during the term of the contract and will provide, before beginning work, a certificate of insurance acceptable to CITY reflecting Comprehensive Liability Insurance with Bodily Injury/Property Damage Occurrence Coverage and like Automobile Coverage in the amount of \$1,000,000 per claim and in the aggregate as well as Workers Compensation coverage in accordance with state law.

ARTICLE VI. CONTRACTOR warrants that the work, products and services provided under the contract will be fit for all purposes intended and consistent with all commercial standards.

ARTICLE VII. Notwithstanding any express or implied term or language elsewhere in the contract or any document furnished by CONTRACTOR, CITY has not and does not waive sovereign immunity and reserves the limits of liability as set forth in Section 768.28, Florida Statutes.

ARTICLE VIII. CONTRACTOR shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, F.S. made or received by CONTRACTOR in conjunction with this Contract.

This provision will apply to all services provided unless CONTRACTOR can demonstrate by clear and convincing evidence that it is not acting on behalf of CITY under Florida law (see # 20 General Conditions).

ARTICLE IX. The current version of General Conditions published on the city website at http://www.cityofalachua.com/images/Departments/Admin_Services/Purchasing/GENERAL_CONDITIONS12-22-14.pdf is herein incorporated by reference and made a part of this contract as if set forth in its entirety.

ARTICLE X. The current version of the Purchasing and Sales Policy and Regulations published at http://cityofalachua.com/images/Departments/Admin_Services/Purchasing/Purchasing_Manual_Eff_03-24-14.pdf is herein incorporated by reference and made a part of this contract as if set forth in its entirety.

ARTICLE XI. Notice to the parties shall be perfected by sending an email to CITY at

dsmith@cityofalachua.org and CONTRACTOR by email at watschev9594@aol.com.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year of the last signature affixed.

CONTRACTOR: Watson Yard & Lawns
By: [Signature]
Larry Watson

Its: President
Title

Date: 3-18-15

Signed by CONTRACTOR in the presence of:

[Signature]
Signature

Anne-Marie DiRocco
Print Name

CITY OF ALACHUA

By: _____
Traci L. Cain

Its: City Manager

Date: _____

EXHIBIT A
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XIII. BID FORM

RFB 2015-05

Project: General Lawn & Landscaping Maintenance
Locations: Multiple Locations, Alachua, FL 32615

Provide bid for each item listed below. Bidder is directed to include all costs to complete the work in the bids for the items listed. No additional compensation will be provided to complete the work. Annual cost shall be totaled and billed monthly in twelve (12) equal payments.

1. Total cost for Hal Brady Recreation Complex \$1168.75 monthly
2. Total cost for Progress Corporate Park Baseball Complex \$412.50 monthly
3. Total cost for Cleather Hathcock Community Center \$137.50 monthly
4. Total cost for Criswell Park \$137.50 monthly
5. Total cost for Maude Lewis Park \$137.50 monthly
6. Total cost for Welch Park \$137.50 monthly
7. Total costs for Fire Station #21 \$137.50 monthly
8. Total cost for Old City Hall Property \$137.50 monthly
9. Total cost for Merrillwood Police Substation \$82.50 monthly

TOTAL COST: (sum Items 1-9): \$2488.75 monthly

Parks and Recreation Mowing

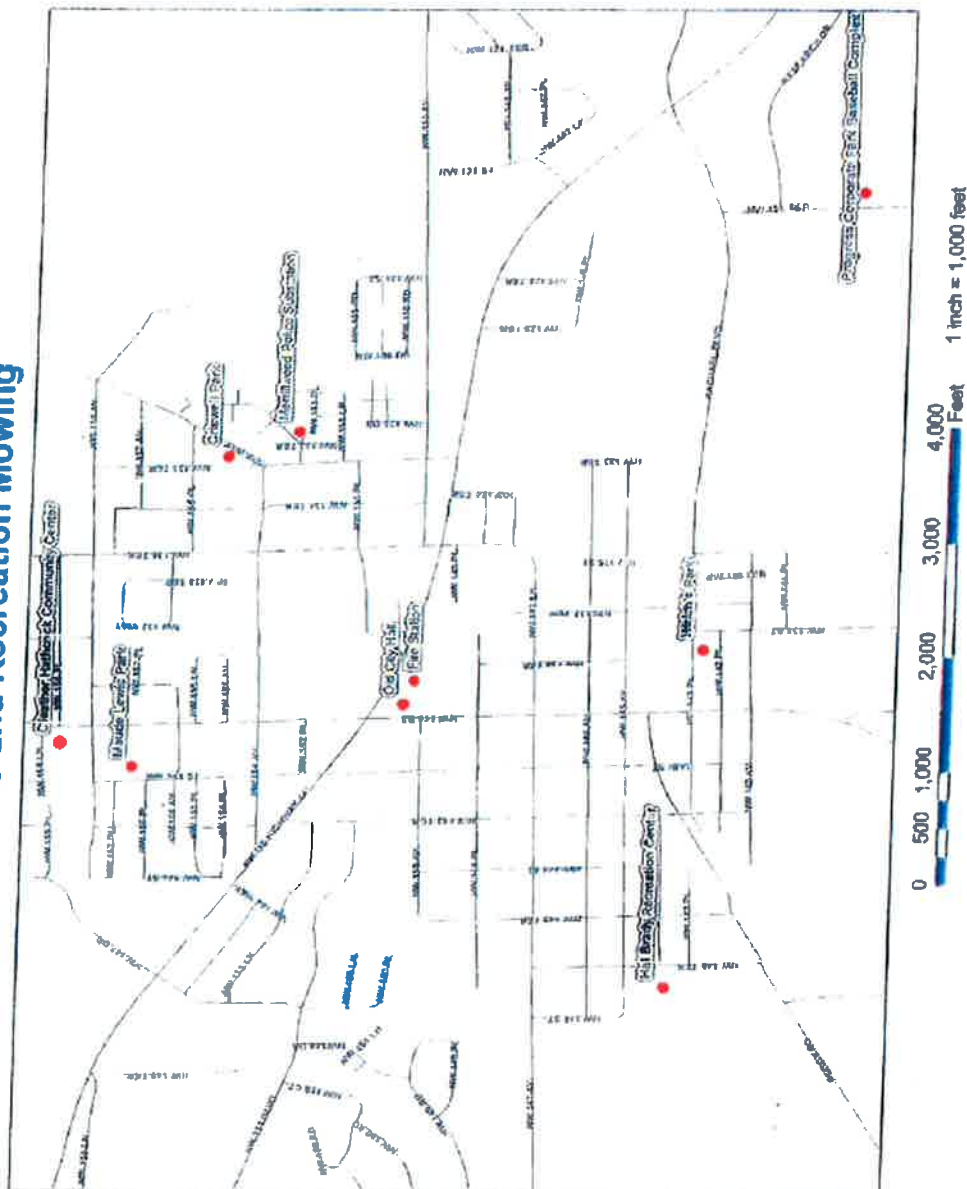


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1. Hal Brady Recreation Complex

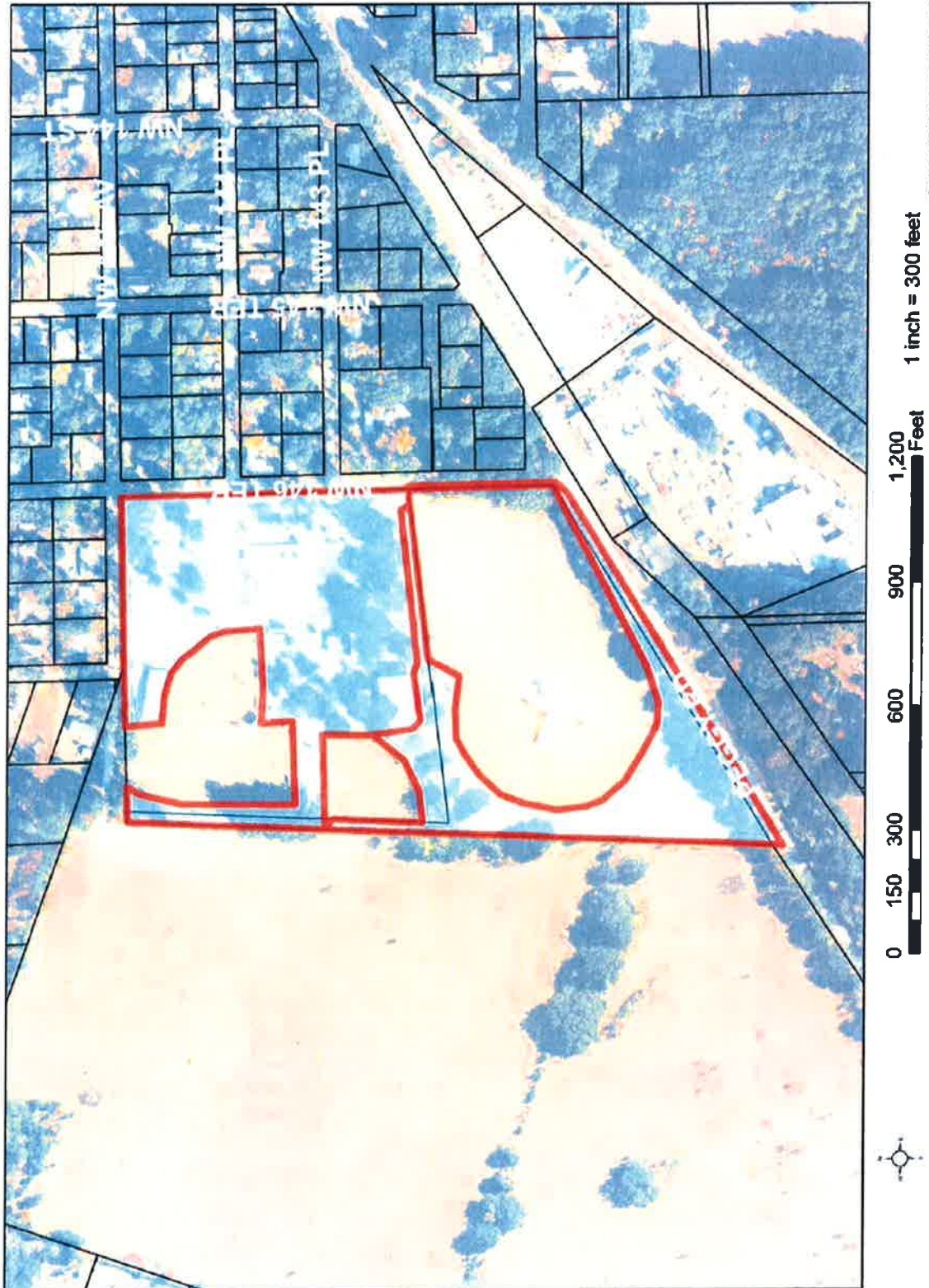


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2. Progress Corporate Baseball Complex

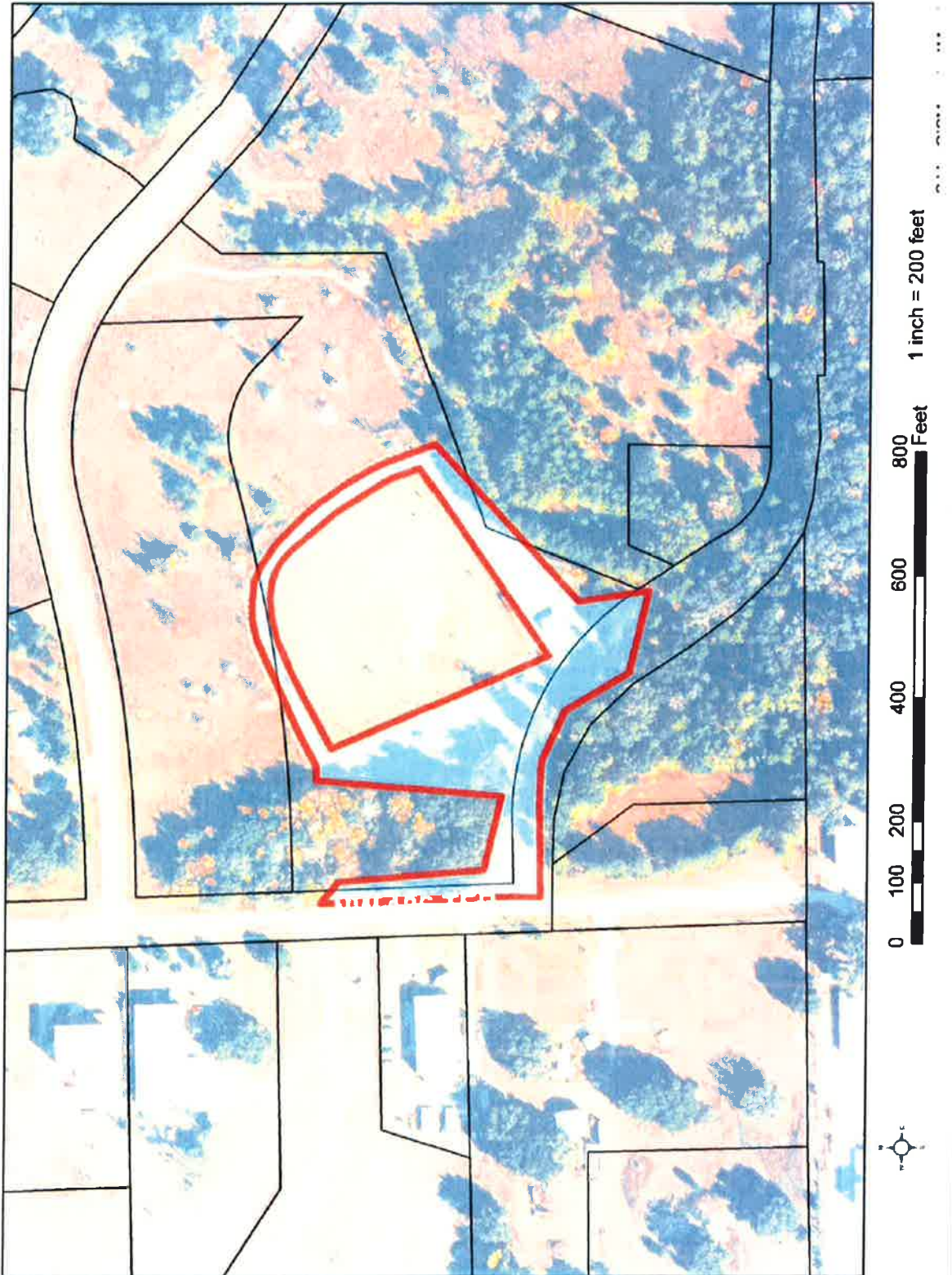


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3. Cleather Hathcock Community Center

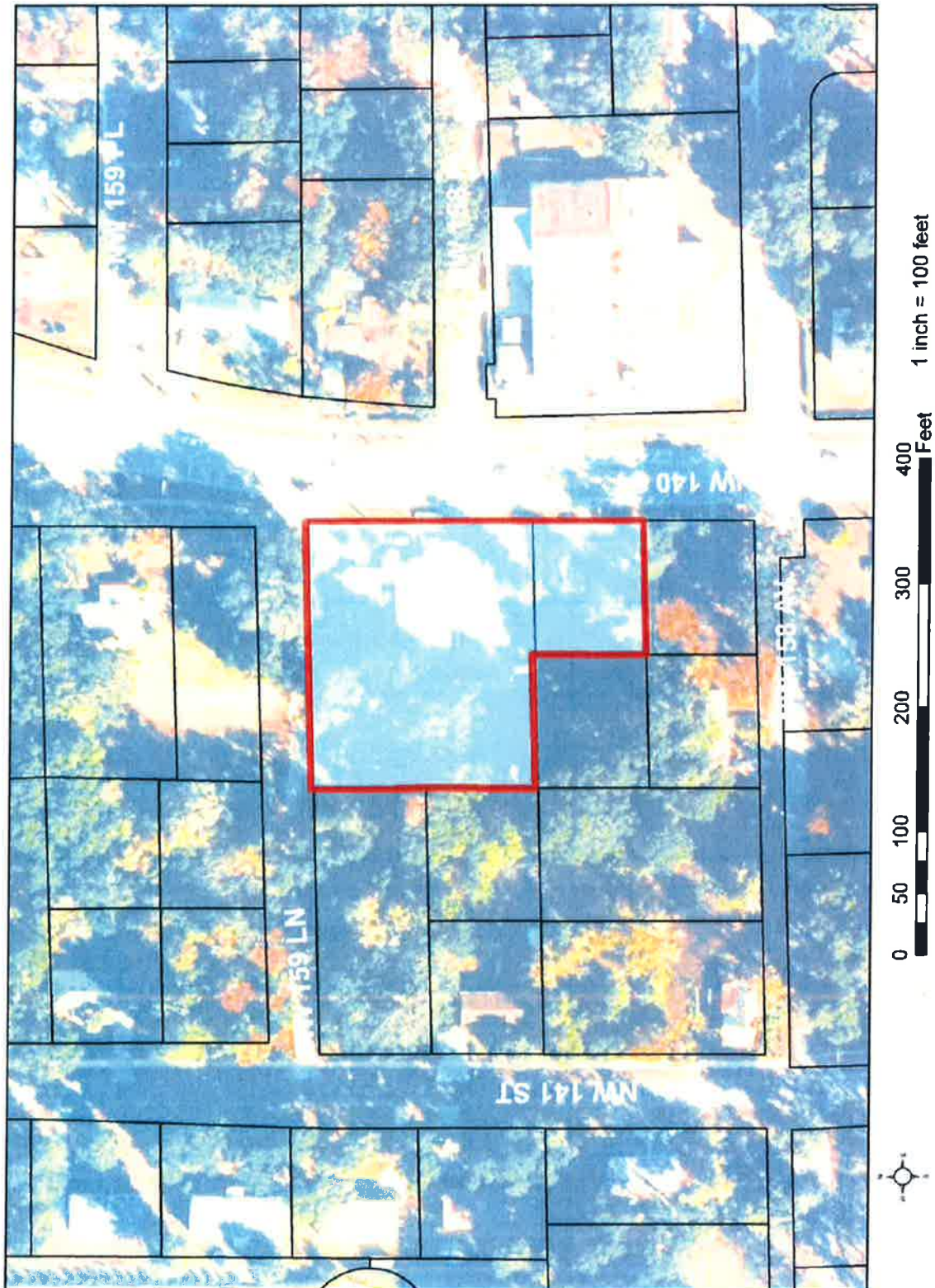


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4. Criswell Park

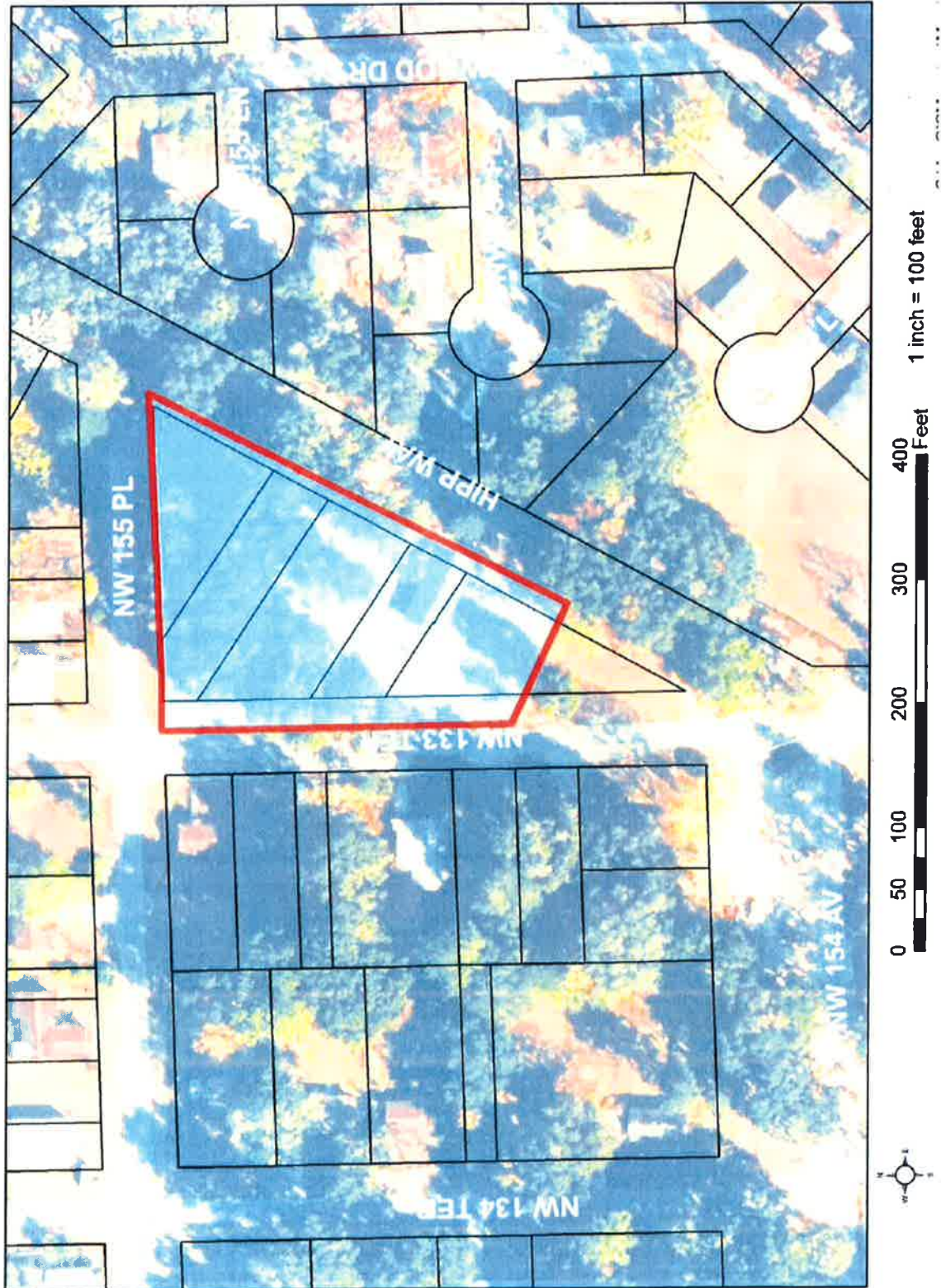


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5. Maude Lewis Park

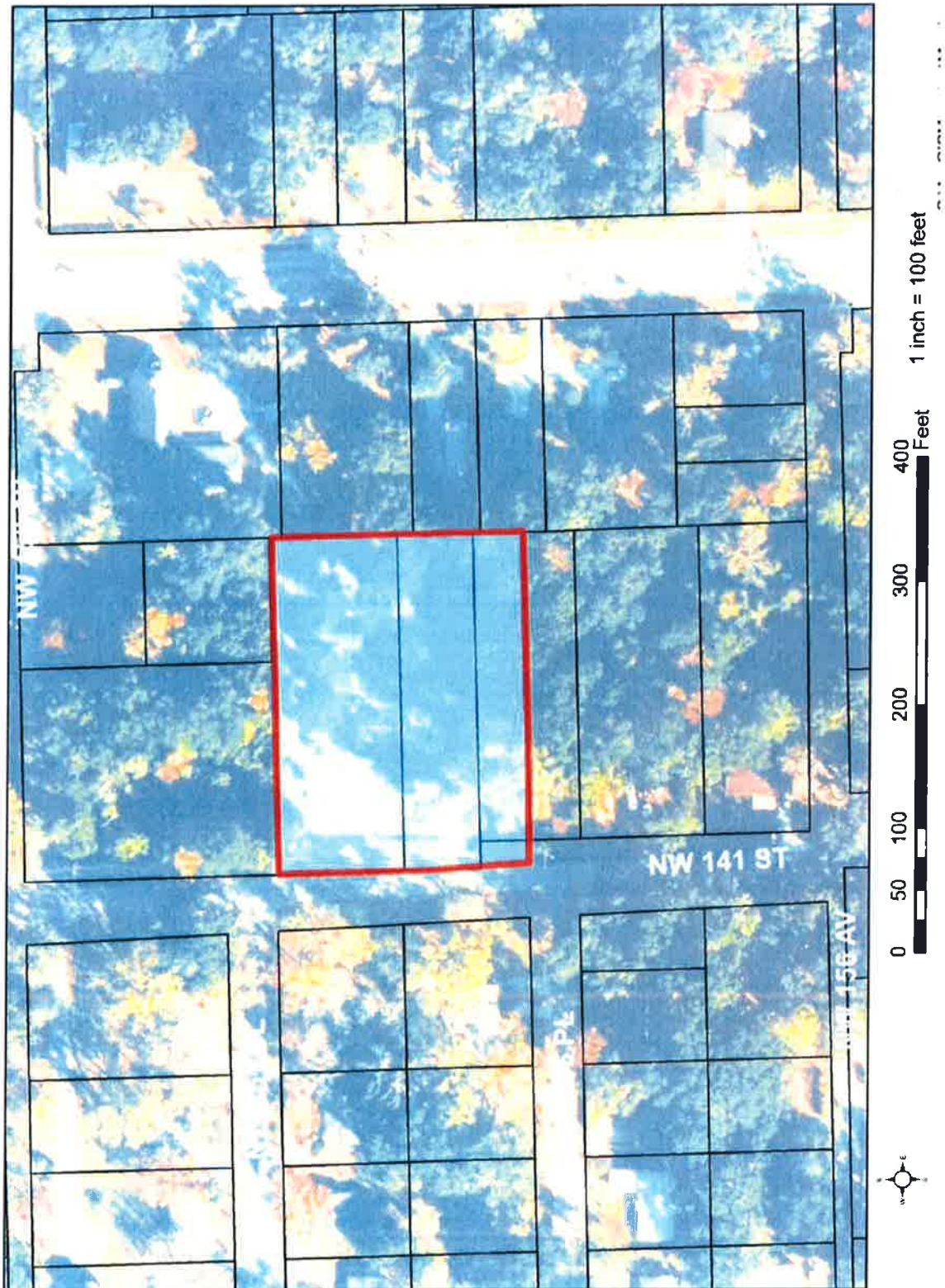


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6. Welch Park

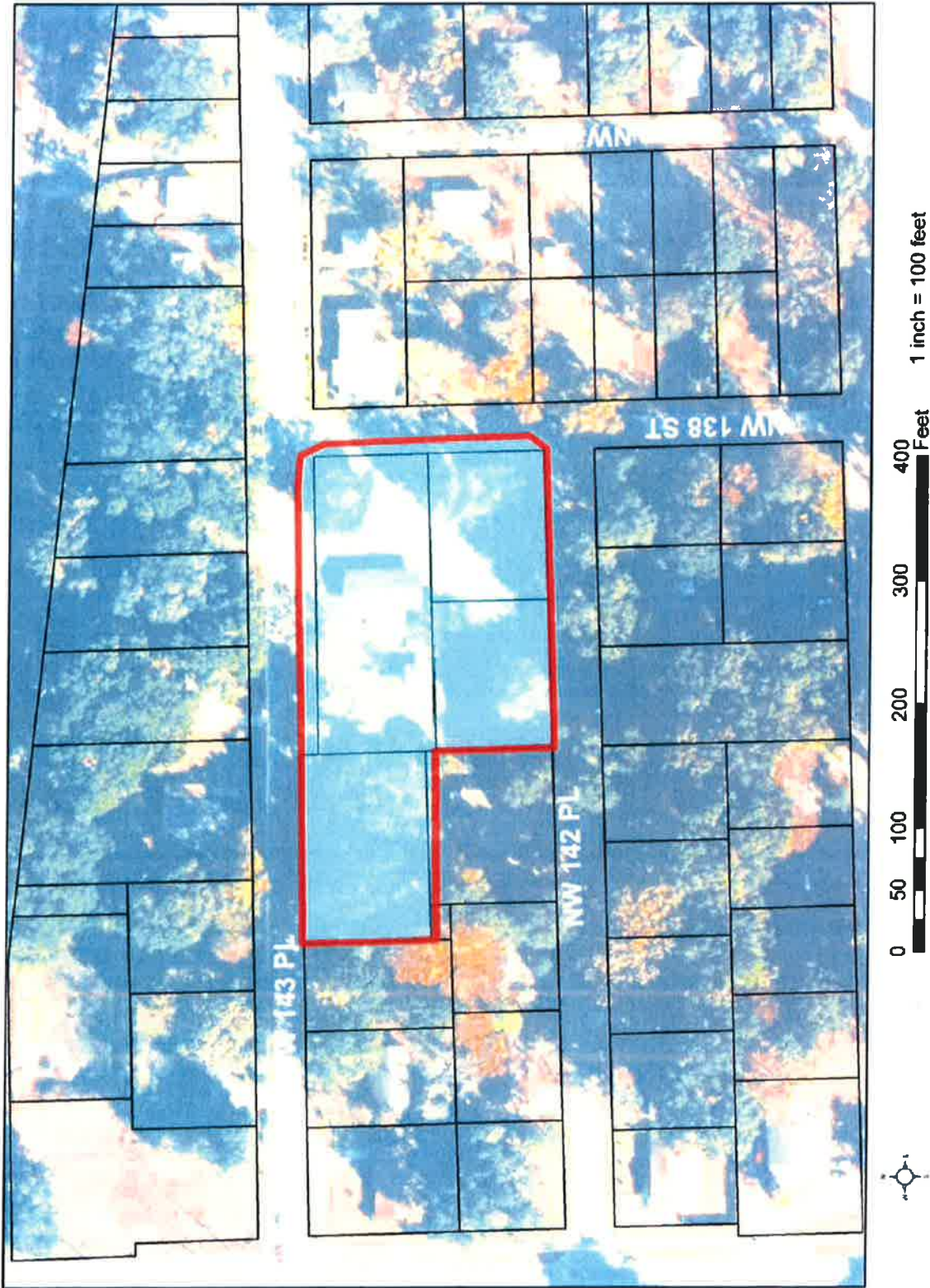


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7. Fire Station No. 21

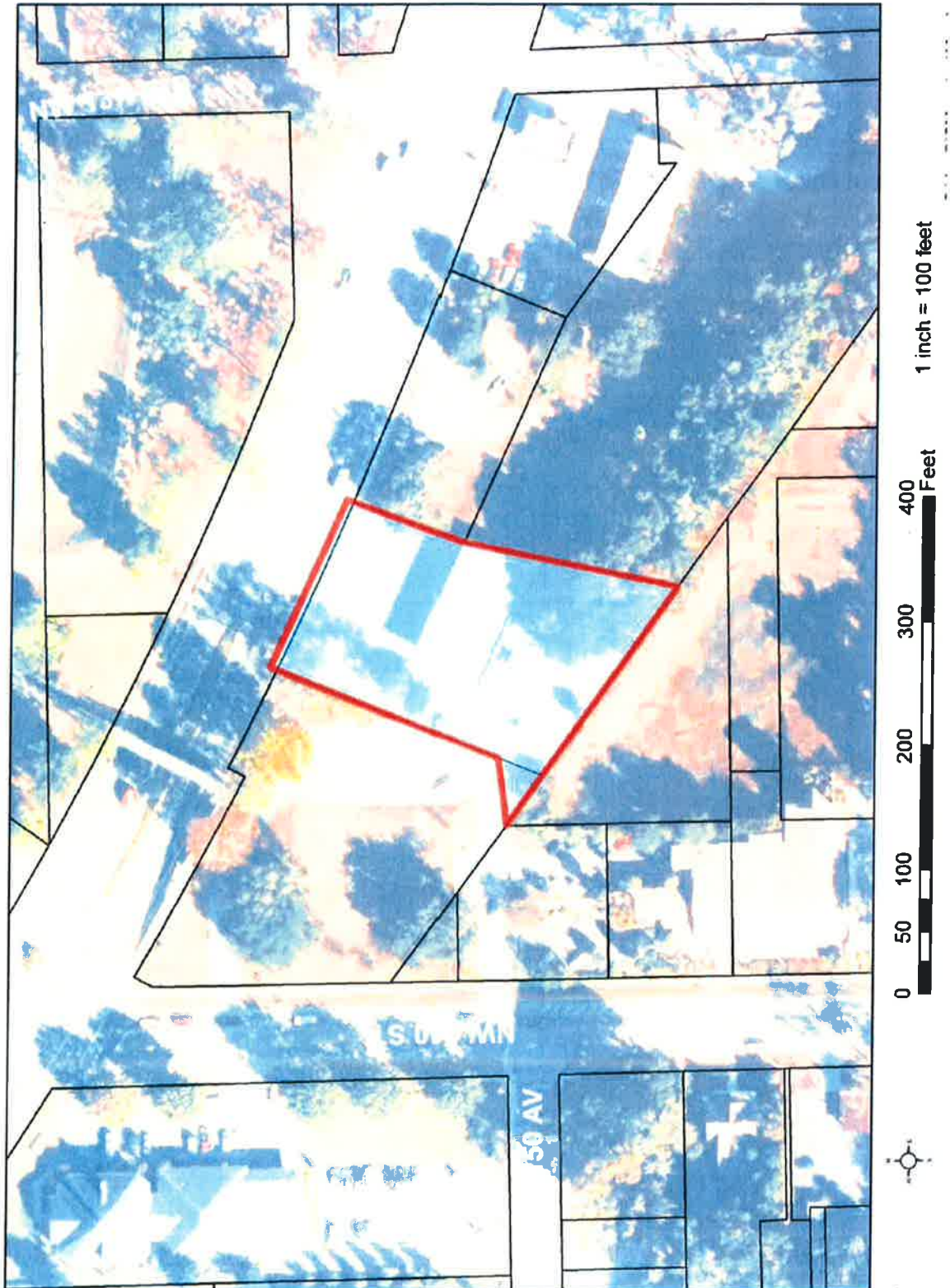
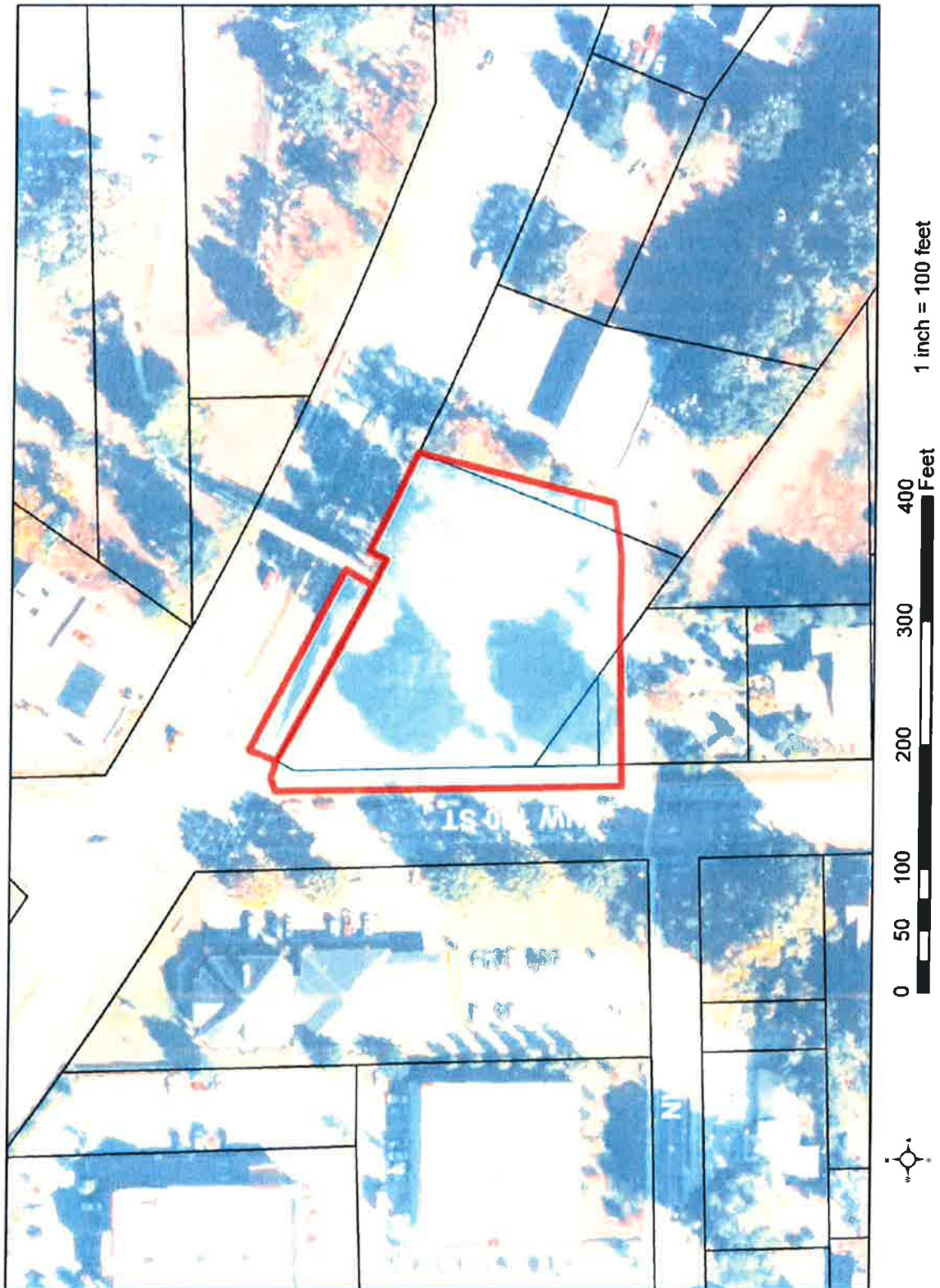


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8. Old City Hall Property



9. Merrillwood Police Substation

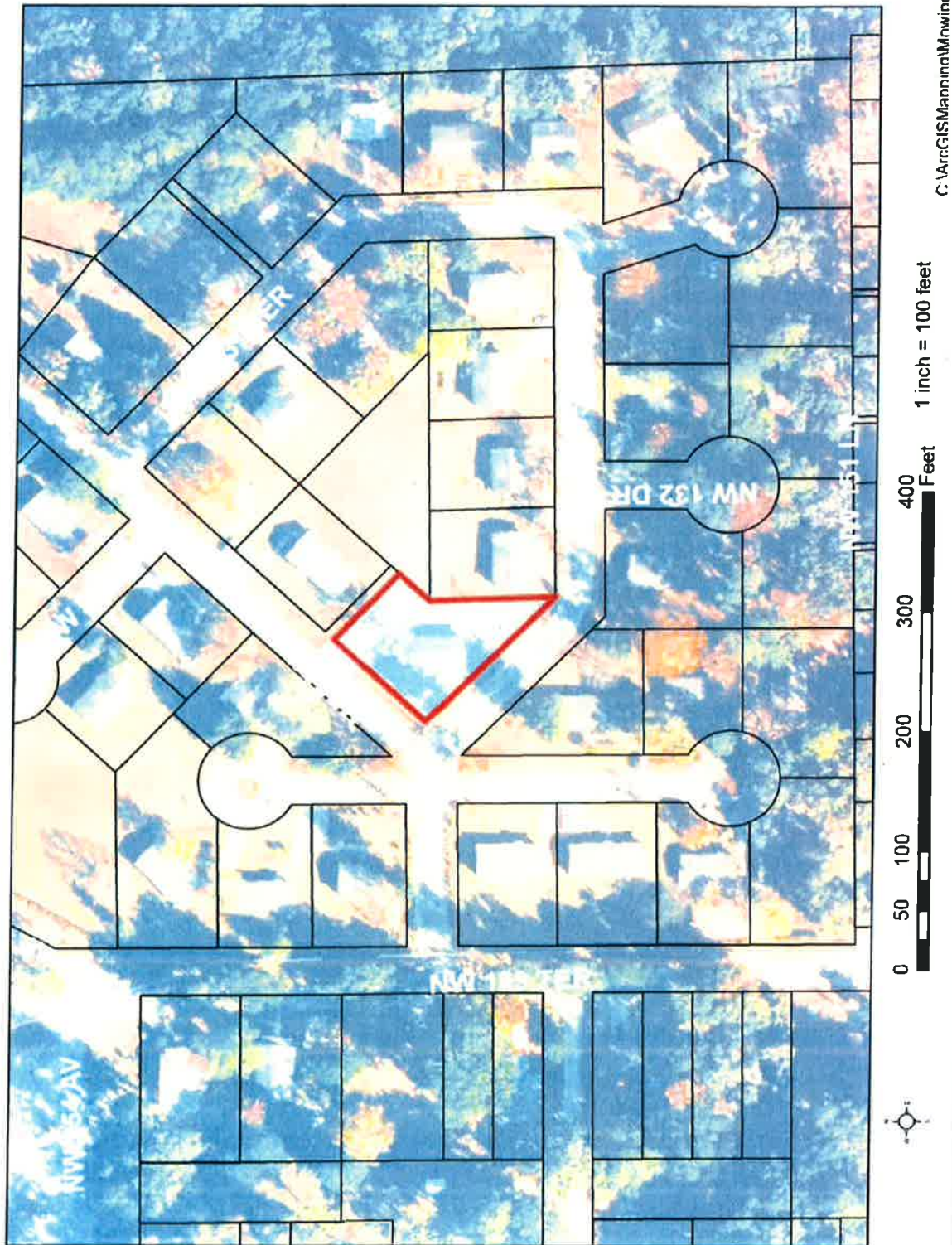


EXHIBIT B

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**CITY OF ALACHUA
CHANGE ORDER #__**

PURCHASE ORDER NO.: _____

PROJECT NAME: General Lawn and Landscaping Maintenance

CITY: City of Alachua, a municipality in Alachua County Florida

PROJECT MANAGER: Damon Messina, Assistant Recreation Director

CONTRACTOR: Watson Yard and Lawn Service

CONTRACTOR'S ADDRESS: 9219 SW 10th Avenue
Street Address

Trenton, FL 32693
City/State/Zip

Execution of this Change Order by CITY shall serve as authorization for the CONTRACTOR to provide additional work and/or to change performance date(s) for the above project, as set out in the changed Scope of Work attached as Exhibit "A" hereto and as an addendum to the Agreement DATED _____, 2016, between CITY and CONTRACTOR and further delineated in the specifications, conditions or requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS (Check all that apply):

- ☐ DETAILED CHANGED SCOPE OF WORK FOR PROJECT
☐ DRAWINGS/PLANS/SPECIFICATIONS

CONTRACTOR shall provide said work pursuant to this Change Order and its attachments, which are incorporated herein. All other provisions of the Agreement shall continue in full force and effect.

TIME FOR COMPLETION: The work authorized by this Change Order shall be commenced upon receipt of an amended Purchase Order by CONTRACTOR.

METHOD OF COMPENSATION:

- (a) This Change Order is issued on a:

RFB 2015-05 General Lawn & Landscaping Maintenance Services
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- ☐ Lump Sum Basis
- ☐ Hourly Rate Basis with a Not-to-Exceed amount
- ☐ Hourly Rate Basis with a Limitation of Funds amount
- ☐ Limited to change of contract performance date(s)

(b) If the compensation is based on a "Lump Sum Basis," then CONTRACTOR shall perform all work required by this Change Order for the sum of ___DOLLARS (\$_____). In no event shall CONTRACTOR be paid more than the "Lump Sum Fee" Amount.

(c) If the compensation is based on an "Hourly Rate Basis" with a "Not-to-Exceed" Amount, then CONTRACTOR shall perform all work required by this Change Order for a sum not exceeding ___DOLLARS (\$_____) CONTRACTOR'S compensation shall be based on the actual work required by this Change Order.

(d) If the compensation is based on an "Hourly Rate Basis" with a "Limitation of Funds" Amount, CONTRACTOR is not authorized to exceed the "Limitation of Funds" amount of ___DOLLARS(\$_____) without a Change Order accepted and executed by CITY. Such approval, if given by CITY, shall indicate a new "Limitation of Funds" amount. CITY shall compensate CONTRACTOR for the actual work performed under this Change Order.

CITY shall make payment to CONTRACTOR in strict accordance with the payment terms of the above-referenced Agreement and this Change Order.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Change Order on this _____day of ____, 2016, for the purposes stated herein.

(CONTRACTOR)

Witness

By: _____

Title: _____

CITY OF ALACHUA, FLORIDA

Witness

By: _____
Traci L. Cain City Manager