



**Agreement and Contract for
Mowing and Lawn Maintenance Services – City Centre Complex and Athletics Field**

THIS AGREEMENT (“Contract”) is made and entered into on this [redacted] day of [redacted], 2022 (“the Effective Date”), by and between the City of Madeira Beach, a Florida municipal corporation, referred to herein as “City”, and the firm of [redacted], incorporated in the State of [redacted] and registered and licensed to do business in the State of Florida (license # [redacted]), referred to herein as “Contractor.”

1. SCOPE OF WORK

_____ (“CONTRACTOR”) agrees to diligently and timely perform the following services to the full and sole satisfaction of the City of Madeira Beach (“CITY”):

Satisfactory management and performance of exterior landscape maintenance and lawn care services located at Madeira Beach City Hall (300 Municipal Drive), the Madeira Beach Fire Department (250 Municipal Drive), the Madeira Beach Recreation Center (200 Rex Place), ROC Park (200 Rex Place), and athletics field located at 591 Tom Stuart Causeway.

- a. Landscape services shall be performed year round and shall occur weekly. Services shall be performed roughly between the hours of 7am and 5pm, Monday – Friday.
- b. The Contractor shall perform service using the appropriate labor, equipment, and materials required to maintain a 3.5”- 4” turf. The City of Madeira Beach reserves the right to curtail the mowing services during extensive rain or extended drought conditions without penalty.
- c. Trimming of plants, shrubs/hedges, and trees up to 10ft tall will be performed on an as-needed basis.
- d. Lawns bordering structures, fences, trees, utility poles, benches, memorials, etc., shall be string trimmed to match mowed lawn. Sidewalks, curbs, and other paved areas shall be edges as necessary to maintain a neat and landscaped appearance.
- e. Chemical Weed Control shall be performed on an as-needed basis. The Contractor must keep all lawns, shrub beds, ground-cover beds, graveled areas, and all other adjacent areas free of weeds at all times. Any herbicides must be applied by certified or licensed personnel.
- f. Trash and debris must be policed during the maintenance process. Responsibilities will include, but will not be limited to, the removal and disposal of all natural debris (tree limbs, dry brush, dead animals, etc.) and manmade debris. Any debris not picked up but mowed, shall be immediately cleared upon discovery.
- g. After mowing, trimming, and edging all walkways, driveways, and other pavement areas shall be blown or swept. Contractor shall rake and remove clumped grass clippings as necessary to maintain groomed appearance and promote a healthy turf.

Driving the lawn mower over sidewalk or road does not constitute “blowing or sweeping”.

- h. Damage to trees, shrubs, sprinklers, benches, buildings, and other fixtures cause by mowing, edging, trimming, or weed control must be repaired by the contractor.
- i. The Contractor shall perform all work in a timely, orderly, and efficient manner satisfactory to the City of Madeira Beach. The Contractor will bill on a monthly basis and shall complete a service ticket and have the ticket signed by the site manager on completion of each site visit. All pertinent copies of completed forms shall accompany monthly invoices.
- j. Damage done to this property by acts of nature such as drought, storms, severe freeze or damages by vandalism, fire, etc. are not covered under this proposal.

2. TERM OF CONTRACT

Notwithstanding the actual date(s) of execution by the Parties, this Contract will commence on the Effective Date and the initial term shall end at 11:59 p.m. on Tuesday, September 30th 2025. The Contract may, at the City’s option, be extended for up to two additional one year terms ending on September 30th 2026 and September 30th 2027.

3. BILLING AND PAYMENT

Payment for the services will only be made after the services have been performed and an itemized billing statement has been submitted on a monthly basis to the CITY. (Recreation Director), via email or US Mail, which shall specifically set forth the services performed and all billing and invoices will include dates and specific locations where the specific work was performed.

The City will process invoices received pursuant to the Florida Prompt Payment Act and any disputes as to invoices will be handled using the procedures and timelines set forth in that Act.

CONTRACTOR will furnish all equipment, materials, and labor to complete tasks in the scope of work for the sum of:

\$ **per month. NOTE any additional charges or fees must be pre-approved by the CITY.**

4. INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor and will provide all services, equipment and human resources as an Independent Contractor and not as an employee(s) of the CITY.

5. COPLIANCE WITH LAW

The laws of the State of Florida apply to any purchase made under this contract, and contractor shall comply with all local, state and federal directives, orders and laws as applicable to this contract and work performed thereunder.

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6. VENUE

This Contract shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of litigation between the parties, venue shall be in Pinellas County, Florida and no other place, and Florida law shall apply.

7. INDEMNIFICATION

The first \$10.00 of compensation received by the Contractor pursuant to the contract represents specific consideration for the following indemnification: Contractor shall indemnify, pay the cost of defense, including attorney's fees and will hold harmless the CITY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor or by or in consequences of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of improvements or by or on account of any act or mission, neglect or misconduct of the said contractor or by or on account of any claim or amounts recovered under the Worker's Compensation Law or of any other laws, by-laws, ordinance, order or decree except only such injury or damage as shall have been occasioned by the sole negligence of the CITY.

8. ASSIGNMENT

The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

9. SUBCONTRACTING

Contractor does not have the right to subcontract any of the Work to be performed under this Contract without the express written approval of the City. In the event the City approves of the subcontracting of any of the Work to be performed, all approved subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to City by the terms of this Contract, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to City at the election of the City, upon termination of Contractor, (3) provide that the City will be an additional indemnified party of the subcontract, (4) provide that the City will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, and (5) identify the City as an intended third-party beneficiary of the subcontract.

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10. INSURANCE REQUIREMENTS

Prior to the time the Contractor is entitled to commence any part of the proposed project, work, or services as set forth in the Scope of Work, the Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the CITY evidence of (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the CITY and listing all carriers issuing said policies; and (2) a copy of each policy, including all endorsements. This insurance requirement shall remain in effect throughout the term of any contract with the CITY for the scope of work outlined in this Agreement. In addition, the CITY reserves the right to request physical evidence of the required coverage by requesting the policy declaration page. Insurance requirements shall meet the following minimum requirements:

- Worker's Compensation in at least the limits as required by law; Employer's Liability Insurance of not less than \$100,000.00 for each accident.
- Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/ Completed Operation, and Personal Injury covering the liability assumed under indemnification provisions of a contract for this RFP with limits of liability for personal injury and/or bodily injury, including death of not less than \$300,000.00 each occurrence; and property damage of not less than \$100,000.00 each occurrence. (Combined single limits of not less than \$300,000.00 each occurrence will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis and the policy shall include Broad Form Property Damage Coverage and Fire Legal Liability of not less than \$50,000.00 per occurrence unless otherwise stated by exception herein, or waived by the Public Works Director in writing.
- Comprehensive Automobile and Truck Liability covering owned, hired and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury, including death, and property damage of not less than \$100,000.00 each occurrence. (Combined single limits of not less than \$300,000.00 each occurrence will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

- Each policy shall require that 30 days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the CITY by certified mail to the City Clerk. Proposer shall also notify the CITY in a like manner within 24 hours after receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage received by Contractor from its insurer and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- Companies issuing the insurance policy or policies shall have no recourse against the CITY for payment of premiums or assessments for any deductibles which are at the sole responsibility and risk of Contractor.
- Contractor shall waive subrogation rights for loss or damage against the CITY.

11. TERMINATION

The resulting contract may be terminated by the CITY when:

The CITY wishes to terminate the contract at any time and for any other reason, upon giving thirty (30) days prior written notice to CONTRACTOR at the following address: [REDACTED] and email: [REDACTED].

This contract may be terminated by either party in the event of substantial failure to timely perform any task or obligation in accordance with the terms of this contract with, and upon delivery of, sixty (60) days prior written notice of termination to the other party giving the other party ten (10) days to cure the default.

12. COMPLIANCE WITH LAWS

Contractor's employees, agents and Subcontracts shall comply with all applicable U.S., state and local laws and regulations and union work rules in its performance of its obligations hereunder.

13. PUBLIC RECORDS

Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

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

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provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

5. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
6. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
7. A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
8. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and;
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
9. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

10.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 custodian of public records at:

City of Madeira Beach
Attn: City Clerk
Madeira Beach, FL 33708
727-391-9951, Ext. 231
cvanblargan@madeirabeachfl.gov

ACCEPTANCE OF CONTRACT

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective authorized officers as of the Effective Date.

City of Madeira Beach, Florida

[Type Name of Selected Contractor]

By: _____
[Name], City Manager

By: _____
[Name], its [Title]

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