

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

REQUEST FOR PROPOSALS CRA 24-01 LAWN CARE AND LANDSCAPE MAINTENANCE

Proposals will be received in the Wauchula Community Redevelopment Agency (CRA) Director's Office, **Thursday, February 29, 2024 prior to 2:00 p.m.**

Questions regarding this proposal must be in writing and must be sent to Jessica Newman, CRA Director, email: jnewman@cityofwauchula.com. All questions must be received by Monday, February 26, 2024 prior to 5:00 p.m. Questions and responses will be shared with all bidders via email and posted as Addenda to the City of Wauchula website. Questions submitted after the aforementioned date shall not be addressed.

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals with the CRA Board, any employee of the City of Wauchula, other than the CRA Director or as directed in the cover page of the Request for Qualifications. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Proposals may be mailed, express mailed or hand delivered to:

**Wauchula Community Redevelopment Agency
Jessica Newman, CRA Director
107 E. Main Street
Wauchula, Florida 33873**

INTRODUCTION

The Wauchula Community Redevelopment Agency, a dependent special district of the City of Wauchula, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified vendors who are interested in providing professional services for lawn care and landscaping maintenance according to the scope of work described in EXHIBIT 1 included in this document within the boundaries shown in EXHIBIT 2.

The CRA reserves the right to determine, at its sole discretion, whether the details of the proposal satisfactorily meet the criteria established in this RFP, and the right to seek clarification from any vendor(s). Only those judged to be qualified proposals would be further evaluated for possible short-listing. Submittals will be reviewed and scored according to the criteria in the Ranking Sheet included as APPENDIX 3. During the review process, and until the final selection has been made by the CRA Board, proposers are prohibited from meeting with or discussing a submittal with any member of the selection committee or the CRA Board.

All interested parties must submit the requested information within the time frame provided herein. Proposals shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the CRA to select and negotiate a contract for services with one (1) Vendor based upon the pricing for products and services, references of similar projects, location of vendor (and subs), and project schedule.

The Successful Vendor selected will be expected to enter in to one or more contracts with the CRA for the purchase of products and services outlined in this RFP. The CRA reserves the right to negotiate with the Successful Vendor for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the services needed. If the CRA and the Successful Vendor are unable to agree on a revised contract, the CRA may seek new proposals and, upon a minimum of ten (10) calendar days written notice from the CRA, may terminate the unexpired portion of the contract. The CRA shall not be liable for any cost under this section beyond the contract price for the period where service was actually provided.

In the event that the CRA elects to expand the scope and nature of this project, they may do so at any time. The CRA reserves the right to pursue said expansion with the vendor deemed most qualified under this RFP or they may elect to issue a new RFP altogether.

If the Selected Vendor fails to execute an agreement with the CRA within a reasonable amount of time from the award of this RFP, the CRA may elect to cancel the award and award the contract to the next highest ranked vendor.

DURATION OF AGREEMENT

The term of the agreement shall be for a period of one (1) year with the opportunity for three (3) consecutive one (1) year extensions.

SCOPE OF SERVICES

All work must be performed in accordance with applicable Federal, State and Local regulations.

- Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.
- The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period.
- Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup.
 - Mowing, weeding, edging, and blowing/debris cleaning, shall occur on a minimum 2 week schedule
 - From time to time, such as before a parade or special event, additional maintenance may be requested
- As a portion of the Project area lies within FDOT right-of-way, all work must follow FDOT Maintenance Rating Program Standards as shown in EXHIBIT 5
 - Selected Contractor will be required to sign the FDOT Request for Authorization to Sublet Work included in APPENDIX 1
- The intent is to maintain a Class A appearance of the property as determined by the CRA and/or City of Wauchula. The Contractor shall maintain such appearance.
- Scope is further detailed in EXHIBIT 1
- Project area is outlined in EXHIBIT 2
 - Project area along FDOT extends to 25ft beyond the edge of the curb
- Any discrepancies in the understanding of this scope shall be resolved in a manner as determined by the CRA.

SUBMITTALS

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the requirements of this RFP. A page can be either single or double sided. The submittals should include the following in the same order listed below:

1. Brief overview of the company's history that includes the name of the company's contact person, address, telephone, fax number and email address, years in business, number of employees, scope of services, specialty licenses/certification, etc. **(Limit response to one page)**
2. Experience on Similar Contracts: The proposal shall provide references and photos of at least 3 similar projects completed within the last 5 years.
3. Provide documentation of the firm's certified W/MBE status, if applicable; identify minority firm participation as subcontractors; and submit the subcontractor's certification, explain how the firm will encourage minority participation in the projects.

4. Provide a schedule that includes tree trimming (crape myrtles, Japanese blueberry), mowing and edging, fertilizing, and pesticide spraying.
5. Proof of current insurance as required to be submitted as part of the bid packet.
6. Completed Bid Form: Bids must be filled out fully and correctly and submitted only on Bid Forms provided by the CRA and included as part EXHIBIT 3.
7. Provide proof of pesticide, insecticide and herbicide license(s) issued by the State of Florida.

RESPONSE

Interested parties are invited to submit one (1) original marked "ORIGINAL" of their proposal in a sealed envelope to the CRA Coordinator. The envelope should be labeled "**RFP CRA #24-01, Lawn care and Landscape Maintenance**" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

**Wauchula Community Redevelopment Agency
Jessica Newman, CRA Director
107 E. Main Street
Wauchula, Florida 33873**

The submittal must be received by the CRA at the above address prior to **2:00 p.m., Thursday, February 29, 2024.**

The delivery of the submittal on or before the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the CRA Director or in person, if properly identified, at any time prior to the above submittal deadline.

SELECTION AND EVALUATION PROCEDURES

Submittals will be reviewed and scored in accordance with the criteria in the Ranking Sheet included as Appendix 3.

Pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and will not request documentation of or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Moreover, the City will not give preference to a vendor based on the vendor's social, political, or ideological interests.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposals (RFP), prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the RFP with the CRA Board, and any employee of the City of Wauchula, other than the CRA Director as directed in the cover page of the RFP. This prohibition begins with the issuance of any RFP and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

Before any work commences, the Vendor shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below and as set forth in Section 3 of the Contract attached to this RFP as Exhibit 4, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement as more fully addressed in the Contract attached to this RFQ as Exhibit 4. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability, and comply with the provisions set forth in the Contract attached to this RFP as Exhibit 4.

The Workers' Compensation policy shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. Absent the City's written permission, the firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000. The City requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the firm to comply with these provisions, the City may, at its option and on notice to the firm, suspend the project for cause until there is full compliance. Alternatively, the City may purchase such insurance at the firm's expense, provided that the City shall have no obligation to do so. The City's purchase of insurance covered shall not relieve or excuse the firm of its obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable state or federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm);

Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors;

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards;

Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$1,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

QUALIFICATIONS OF WORKERS

It is preferred that Bidding firms shall have in its employ a Certified Landscape Professional (CLP) or Certified Landscape Technician (CLT). Proof of certification(s) should be included with the bid packet.

CODES AND STANDARDS

Vendor shall perform all work in compliance with applicable regulations set forth by State and Federal Department of Agriculture for use of commercial fertilizers and pest control substances.

TAXES

The bidder shall include in the bid, all sales, consumer, use and other similar taxes required by law.

PROJECT CONDITIONS

The Contractor shall be familiar with the Project premises and how the existing conditions will affect his work during maintenance services. The Contractor shall visit and examine the site to

become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The CRA shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the Work.

INDEMNIFICATION

VENDOR shall, in addition to any other obligation to indemnify the CRA and the City and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to the City), indemnify, and hold harmless the CRA and the City, their agents, elected officials and employees from and against, including, but not limited to, any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury or damage to tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of VENDOR to comply with applicable non-conflicting laws, rules or regulations; (ii) the breach by VENDOR of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of VENDOR, its sub-vendors, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that VENDOR shall not be obligated to defend or indemnify the CRA or CITY with respect to any such claims or damages arising out of the CRA's or the CITY's negligence.

PUBLIC ENTITY CRIMES STATEMENT

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subvendor, or vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION/NONDISCRIMINATION

The CRA, as a dependent special district of the City of Wauchula, is an equal opportunity/affirmative action employer. The CRA is committed to equal opportunity employment effort; and expects firms that do business with the CRA to have a vigorous affirmative action program. Any proposer who enters a contract with the CRA must covenant and agree that no employee or applicant for employment with the proposer's company will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status.

Any proposer who enters into a Contract with the CRA must also acknowledge its continuous duty to disclose to the CRA if it or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The CRA hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the CRA and will not be subject to discrimination on the basis of race, color, sex or national origin.

DEVELOPMENT COSTS

Neither the CRA nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Contract to be entered into with the successful proposer(s) is included with this RFP as EXHIBIT 4.

All contracts are subject to final approval of the CRA Board. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are public records subject to disclosure under Chapter 119, Florida Statutes. However, the proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure.

All proposals received from proposers in response to this Request for Proposals will become the property of the CRA and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CRA.

E-VERIFY REQUIREMENTS

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. All proposers are hereby notified that the City requires all vendors, contractors, and subcontractors to register with and use the E-Verify system as more fully set forth in the Contract attached to this RFQ as Exhibit 4.

LIMITATIONS

This request does not commit the CRA to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The CRA reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

EXHIBIT 1 SCOPE OF SERVICES

Maintenance shall consist of a complete, regularly scheduled program as agreed upon by the CRA. These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement. The scope of services shall be carried out in the Project Area as shown in Exhibit 2 (including 25ft beyond the edge of the curb for areas located in FDOT right of way) including the 2 “Wauchula” signs located at the north and south project boundaries.

*Review details and photos outlined in EXHIBIT 5 – FDOT Maintenance Rating Program Standards

TURF MAINTENANCE

Turf Mowing

- Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Turf Edging

- Edging and trimming along curbs, walks, bed edges and treewells shall be done with each mowing to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed.
- Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the CRA to achieve a solution.

Turf Fertilization & Weed Control

- Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor’s knowledge and needs of the area.
- All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.

Trash and Debris Removal

- During routine maintenance visits the Contractor is responsible for removing trash and debris from the property. Disposal may be handled by City of Wauchula with advance coordination.
- Curbs, sidewalks, storm drains, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
- Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

TREE AND SHRUB MAINTENANCE

- All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed, with coordination of CRA. Shearing and selective pruning techniques are left to the discretion of the Contractor.
- Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on awnings, signs, walkways, driveways, and ventilation units.
- All formal hedges shall be sheared to maintain desired shape and height.
- Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.
- Dead or damaged portions of plants shall be removed whenever possible. The Contractor shall notify the CRA of any replacement needs and assist with coordination efforts.
- All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain healthy plant material.
- Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the CRA. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
- Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. CRA shall be informed before any drastic cutbacks are performed.
- All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
- All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the customer.

GROUND COVER & BED MAINTENANCE

- Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.
- Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor.
- Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

- Soil surfaces shall be raked smooth and cultivated regularly.
- Vines shall be trimmed neatly against supporting structures and kept within bounds.
- Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- Sign faces and windows shall be kept clear of encroaching growth.

IRRIGATION SERVICES

- Contractor shall provide expertise and all labor to water all areas as required.
- Contractor shall inspect, test and insure proper time clock operations. This includes monitoring the irrigation sprinkler system to insure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings.
- The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.
- The system shall be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the CRA. The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs shall be at the CRAs' expense, if approved.
- The Contractor shall present repairs and maintenance requirements to the CRA immediately. The CRA agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid. Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24 hour basis, seven days a week.

EXTERIOR COLOR MAINTENANCE

- Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.
- Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.
- The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.
- Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.
- Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify CRA.
- Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

- Litter shall be removed as color is generally in a focal area.
- Color beds and containers shall not be void of plant material at any time.
- Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the CRA prior to replacement installation. The CRA agrees to be financially responsible to replace plant materials on a timely basis.

EXHIBIT 2

PROJECT AREA



KD Revell Rd

Palmetto St

Main St to 4th Ave

Main St to 8th Ave

Stenstrom Rd

**EXHIBIT 3
BID FORM**

Firm Name

Contact

Address

City, State, Zip

Telephone

hereinafter referred to as Vendor, declares familiarity with location of proposed work and conditions under which it must be performed, that Scope of Services "Exhibit 1", Project Area "Exhibit 2", FDOT Standards "Exhibit 5" and FDOT Authorization to Sublet Work "Appendix 1", have been carefully examined, are understood and accepted as adequate for the purpose, and agrees to Contract with the Wauchula Community Redevelopment Agency, hereinafter referred to as CRA, to perform everything required to be performed and to furnish all labor, materials, tools, equipment, utility, transportation services and supervision necessary to perform and complete, in a satisfactory manner, all work required in conjunction with the project, and to accept as full payment thereof, subject to additions and/or deletions required by the Contract, the following amounts:

MAINTENANCE

_____ Dollars (\$_____) per Month x 12 Months =

_____ Dollars (\$_____) Annually

MULCH – Labor Only

_____ Hours x _____ Hourly Rate = _____ Dollars (\$_____)

Vendor acknowledges the following addenda were issued: Addenda Nos 1 through _____

Print Name

Signature

Date

**EXHIBIT 4
CONTRACT FOR SERVICES**

THIS AGREEMENT entered into this _____ day of _____, 2024, between The Wauchula Community Redevelopment Agency, a dependent special district of the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its CRA Board, situated at 107 E. Main Street, Wauchula, Florida 33873, hereinafter referred to as the CRA, and _____ a _____ corporation, headquartered at _____ hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is _____:

WHEREAS, CRA requires certain professional services in connection with the lawn care and landscaping within the described Project area; and

WHEREAS, CRA has solicited these services in RFP CRA #24-01, included by reference as to the scope of services contained herein; and

WHEREAS, VENDOR represents it is capable and prepared to provide such Services; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the CRA is prohibited from, and has not requested documentation of or considered, any vendor's social, political, or ideological interests when determining whether the vendor is a responsible vendor. Moreover, the CRA has not given preference to any vendor based on the vendor's social, political, or ideological interests; and

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the CRA Director and City Manager.

1.2 The term of this Agreement shall be for one (1) year, commencing upon the effective date, unless otherwise terminated as provided herein.

1.3 The CRA shall have the option of extending the Agreement as deemed reasonable and necessary for up to three (3) terms of one (1) year each.

1.4 The CRA Board will approve and execute each extension or terminate the agreement at the end of any given term.

2.0 Compensation

2.1 General

2.1.1 Vendors shall submit detailed monthly invoices along with the Lawn Care & Maintenance Work Schedule Form included as Appendix 2

2.1.2 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CRA of correct, fully documented, invoice, in form and substance satisfactory to the CRA with all appropriate cost substantiations attached. All invoices shall be delivered to:

Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

2.1.4 In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Vendor.

2.1.5 Neither the final payment nor any part of the retained percentage shall become due until the VENDOR, if required, delivers to the owner a complete release of all liens arising out of this contract.

2.1.5 Payment of the final invoice shall not constitute evidence of the CRA's acceptance of the work.

2.1.6 Invoices shall be accompanied by the work schedule form shown as APPENDIX 1. Additional documents may be requested by the CRA and, if so requested, shall be furnished by VENDOR and subject to the Finance Director's satisfaction.

3.0 Insurance

3.1 General Provisions

3.1.1 Before any work commences, VENDOR shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below in Sections 3.2 through and including 3.5, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. CONSULTANT

shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY. CONSULTANT shall maintain, at all times, the minimum levels of insurance set forth below.

3.1.2 As the CRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all VENDOR policies related to the project, excluding professional liability and worker 's compensation. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

3.1.3 The VENDOR's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CRA.

3.1.4 If there is any failure by the VENDOR to comply with the provisions of this section, the CRA may, at its option, on notice to the VENDOR, suspend the work for cause until there is full compliance.

3.1.5 The CRA may, at its sole discretion, purchase such insurance at VENDOR's expense provided that the CRA shall have no obligation to do so, and if the CRA shall do so, it shall not relieve VENDOR of its obligation to obtain insurance.

3.1.6 The VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

3.1.7 VENDOR shall ensure that all VENDOR's sub-vendors and sub-contractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All VENDOR's sub-vendors and sub-contractors shall be required to include the City of Wauchula and VENDOR as additional insured on their General Liability Insurance policies.

3.1.8 In the event that SUBVENDORS or SUBCONTRACTORS used by the VENDOR do not have insurance, or do not meet the insurance limits, VENDOR shall indemnify and hold harmless the CRA and the City of Wauchula for any claim in excess of the SUBVENDORS' insurance coverage.

3.1.9 The VENDOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CRA.

3.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

3.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

3.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

3.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

3.4 Worker's Compensation. The VENDOR shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

3.5 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.0 Standard of Care

4.1 VENDOR has represented to the CRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

4.2 VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

4.3 VENDOR shall, at no additional cost to CRA, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

4.4 The VENDOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

5.0 Indemnification

5.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CRA and VENDOR agree to allocate such liabilities in accordance with this Section.

5.2 Indemnification. The parties agree that 1% of the total compensation paid to VENDOR for the services provided under this Agreement constitutes specific consideration to VENDOR for the indemnification to be provided as set forth in this paragraph.

5.2.1 VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CRA) protect and hold the CRA, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of VENDOR to comply with applicable laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance of this Agreement, (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of VENDOR, its SUB-CONTRACTORS, SUB-VENDORS, agents, employees and invitees; or (v) liens, claims, or actions made by or against the VENDOR or any sub-contractor or sub-vendor or other party performing the work; provided, however, that VENDOR shall not be obligated to defend or indemnify the CRA with respect to any such claims or damages arising out of the CRA's negligence.

5.2.2 The CRA's review, comment, or observation of the VENDOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

5.2.3 VENDOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of SUBVENDORS and their employees, and/or for VENDOR's performance of this Agreement and its work product(s).

5.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

6.0 Independent Contractor

6.1 This Agreement does not create an employer/employee relationship between the parties. The parties agree and intend that VENDOR is a separate and independent enterprise from the CRA and the City. This Agreement shall not be construed as creating any joint employment relationship between the VENDOR and the CRA or the City and neither the CRA nor the City will be liable for any obligation incurred by the VENDOR, including but not limited to unpaid minimum wages and/or overtime, or any other obligation of VENDOR, whether arising under state or federal law, or contract, to VENDOR'S employees, subcontractors, or subvenders.

6.2 VENDOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

6.3 The CRA shall have no right to supervise the methods used, but the CRA shall have the right to observe such performance.

6.4 VENDOR shall work closely with the CRA in performing Services under this Agreement.

6.5 The VENDOR shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CRA in any manner.

6.6 VENDOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.0 Authority to Practice

7.1 The VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

8.0 Compliance with Laws, Public Records, and Trade Secrets

8.1 In performance of the Services, VENDOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

8.2 Public Records. The parties acknowledge and agree that the CRA is a public agency subject to Chapter 119, Florida Statutes. To the extent VENDOR is a company acting on behalf of the CRA pursuant to Section 119.0701, Florida Statutes, VENDOR must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, VENDOR agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the CRA to perform the services under this Agreement.

(2) Upon request from the CRA, provide the CRA 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 costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the CRA.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the VENDOR's possession or keep and maintain public records required by the City to perform the services. If the VENDOR transfers all public records

to the CRA upon completion of the services, the VENDOR must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the services under this Agreement, the VENDOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the CRA.

(5) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, STEPHANIE CAMACHO, (863) 773-3535 OR SCAMACHO@CITYOFFWAUCHULA.COM

If the VENDOR does not comply with the provisions of this section, the CRA will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

8.3 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by VENDOR which VENDOR contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the VENDOR at the time of submission to the CRA, will not be subject to public access. However, should a requestor of public records challenge VENDOR's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, VENDOR must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the CRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. VENDOR must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, VENDOR is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CRA's release of the requested records.

9.0 Subcontracting

9.1 The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

9.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new subcontractor by the CRA. Failure of a subvendor to timely or properly perform its obligations shall not relieve VENDOR of its obligations hereunder.

10.0 Federal and State Taxes

10.1 The CRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CRA will provide an exemption certificate to VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CRA, nor shall the VENDOR be authorized to use the CRA's Tax Exemption Number in securing such materials.

11.0 Public Entity Crimes, Scrutinized Companies pursuant to Section 287.135 and Section 215.473, Florida Statutes.

11.1 Pursuant to Section 287.133(2)(a), Florida Statutes, VENDOR hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, VENDOR must notify the CRA immediately and may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

11.2 VENDOR hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If CRA determines that VENDOR has falsely certified facts under this Paragraph or if VENDOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, CRA will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

12.0 CRA's Responsibilities

12.1 The CRA shall be responsible for providing access to all CRA project sites, and providing information in the CRA's possession that may reasonably be required by VENDOR, including; existing reports, studies, financial information, and other required data that are available in the files of the CRA.

13.0 Termination of Agreement

13.1 This Agreement may be terminated by the VENDOR upon thirty (30) days prior written notice to the CRA in the event of substantial failure by the CRA to perform in accordance with the terms of the Agreement through no fault of the VENDOR.

13.2 This Agreement may be terminated by the CRA with or without cause immediately upon written notice to the VENDOR.

13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the CRA's satisfaction through the date of termination.

13.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the VENDOR shall:

13.4.1 Stop work on the date and to the extent specified.

13.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

13.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CRA.

13.4.4 Continue and complete all parts of the work that have not been terminated.

13.5 The VENDOR shall be paid for services actually rendered to the date of termination.

14.0 Uncontrollable Forces (Force Majeure)

14.1 Neither the CRA nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

15.0 Governing Law, Venue, and Waiver of Jury Trial

15.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought exclusively in the courts of

Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE VENDOR AND THE CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16.0 Non-Discrimination

16.1 The VENDOR covenants and agrees that no employee or applicant for employment will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status. warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

16.2 Discriminatory Vendor List. VENDOR hereby acknowledges its continuous duty to disclose to the CRA if VENDOR or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

17.0 Waiver

17.1 A waiver by either the CRA or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party 's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.0 Severability

18.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

18.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

18.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

19.0 Entirety of Agreement

19.1 The CRA and the VENDOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

19.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CRA and VENDOR pertaining to the Services, whether written or oral.

19.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

20.0 Modification

20.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the CRA and VENDOR. Such modifications shall be in the form of a written Amendment executed by both parties.

21.0 Successors and Assigns

21.1 The CRA and VENDOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

21.2 VENDOR shall not assign this Agreement without the express written approval of the CRA by executed amendment.

21.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the CRA Board of Directors by executed amendment.

22.0 Contingent Fees

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

23.0 Truth-In-Negotiation Certificate

23.1 Execution of this Agreement by the VENDOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

23.2 The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside VENDORS. The CRA shall exercise its rights under this "Certificate" within one (1) year following payment.

24.0 Ownership of Documents

24.1 VENDOR shall be required to cooperate with other VENDORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CRA for its use and/or distribution as may be deemed appropriate by the CRA. VENDOR is not liable for any damages, injury or costs associated with the CRA use or distribution of these documents for purposes other than those originally intended by VENDOR.

25.0 Access and Audits

25.1 VENDOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the VENDOR'S place of business.

25.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CRA's cost of recovery shall be the sole expense of the VENDOR, including accounting and legal fees, court costs and administrative expenses.

25.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

25.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

26.0 Notice

26.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to CRA: Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873
Attention: CRA Coordinator

As to VENDOR:

26.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and the CRA.

27.0 Service of Process

As to CRA: Thomas A. Cloud, Esquire
G R A Y | R O B I N S O N
301 East Pine Street, Suite 1400
Orlando, Florida 32801

As to VENDOR:

28.0 Contract Administration

28.1 Services of VENDOR shall be under the general direction of the CRA Director or their successor, who shall act as the CRA's representative during the term of the Agreement.

29.0 Key Personnel

29.1 VENDOR shall notify the CRA in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. VENDOR at the CRA's request shall remove without consequence to the CRA any Subcontractor or employee of the VENDOR and replace him/her with another employee having the required skill and experience. The CRA has the right to reject proposed changes in key personnel.

30.0. Annual Appropriations

30.1 VENDOR acknowledges that the CRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the CRA Board in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding. Accordingly, the CRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.0 Liquidated Damages

31.1 The parties hereto agree that liquidated damages will be assessed against the VENDOR for VENDOR's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to VENDOR's fault in causing the delay as compared to other causes, and to the extent the VENDOR is not delayed by reasons beyond VENDOR'S reasonable control.

32.0 E-Verify Requirements.

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Company acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(1) All persons employed by Company to perform employment duties within the State of Florida during the term of the Agreement; and

(2) All persons (including subcontractors/subvendors/subconsultants) assigned by Company to perform work pursuant to the Agreement with the CRA. The Company acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of the Agreement with the CRA.

By entering this Agreement with the CRA, the Company becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Company attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Company agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and Company may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Company will also be liable for any additional costs to CRA incurred as a result of the termination of this Agreement in accordance with this section.

33.0 Limitation of Liability.

33.1 In no event, shall the CRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

34.0 Codes and Standards

34.1 The VENDOR agrees to perform all work in compliance with State and Federal Department of Agriculture regulations for pest control and use of commercial fertilizers.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
Stephanie Camacho
City Clerk

The WCRA, as a dependent special district of the CITY OF WAUCHULA, a municipal corporation, organized & existing under the laws of the State of Florida

By: _____
Stephanie Camacho, City Clerk

By: _____
Jessica Newman, CRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Thomas A. Cloud, Esquire
City Attorney

Date _____

Attest:

(COMPANY NAME)
a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____ The foregoing instrument was

acknowledged before me this _____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____, a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of _____ (Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT 5
FDOT MAINTENANCE RATING PROGRAM STANDARDS

Download the complete Maintenance Rating Program (MRP) 2023 Handbook from <https://www.fdot.gov/maintenance/mainratingprogram.shtm>

APPENDIX 1
FDOT REQUEST FOR AUTHORIZATION TO SUBLET WORK

File Name

Open	Save	Print Form	Reset Form
------	------	------------	------------

REQUEST FOR AUTHORIZATION TO SUBLET WORK

FINANCIAL PROJECT ID.	CONTRACT #	COUNTY	PRIME CONTRACTOR
-----------------------	------------	--------	------------------

F.E.I.D. No. _____

TO: THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Date: _____

Your authorization is requested for subletting items of work listed below, which are included in the above contract.

We desire to sublet items named to *

*Please show Subcontractors name and F.E.I.D. No. _____

ITEM NUMBER	QUANTITY	UNIT	UNIT DESCRIPTION	UNIT PRICE	AMOUNT

All pertinent provisions and requirements of the prime contract including but not limited to Required Contract Provisions Federal-Aid Construction Contracts (Form PR-1273) and Special Provisions - Specific Equal Opportunity Responsibilities (Per 6-4-2-1 of Federal-Aid Highway Program Manual) will be part of the subcontract. It is agreed that an Executed or a certified copy of the subcontract will be submitted upon request to the State of Florida Department of Transportation should this request be granted. It is recognized and agreed that, as prime contractor, the undersigned remains responsible for the proper performance of all requirements of said contract and the granting of this request does not relieve or release the undersigned and his surety or either of them of any liability under the contract bond.

Contractor (Seal)

By: _____
IF CORPORATION, AFFIX SEAL

Address

INSTRUCTIONS
Regardless of the unit prices agreed upon with the Subcontractor, the unit prices shown hereon shall be the same as those in the contract, with the Department, where it is proposed to sublet only part of the work in a pay item, such item shall be designated with (P), and the unit price shown hereon shall be the actual price agreed upon with the subcontractor.

For Subordinate Requests, type in "Subordinate" at top of this form and omit amounts and percentages.

One (1) copy of this form shall be submitted to the Maintenance Office by the contractor.

- | | | |
|---|----|-------|
| 1. Total Amount of Contract | \$ | _____ |
| 2. Amount of Work this Request for Sublet | \$ | _____ |
| 3. Subletting Previously Authorized Work | \$ | _____ |
| 4. Total Work Authorized to be Sublet | \$ | _____ |

APPROVED

Area Maintenance Engineer

Date

APPENDIX 2
LAWN CARE & MAINTENANCE WORK SCHEDULE FORM

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
Lawn Care & Maintenance Work Schedule Form

Date Start	Date Comp	Location Description	Mow	Edge	Hedge	Weed-eat	Weeding	Litter	Blowing	Chemicals	Other	
VENDOR NAME						VENDOR SIGNATURE						DATE

**APPENDIX 3
RANKING SHEET**

LANDSCAPE & LAWN CARE MAINTENANCE RANKING SHEET						
Accessibility & Responsiveness	Max 15 points					
Prior Experience with Similar Projects	Max 10 points					
Project Schedule	Max 20 points					
Qualifications	Max 10 points					
Proposed Fee Schedule	Max 35 points					
References	Max 10 points					
TOTAL						