

AGREEMENT FOR ANNUAL PROPERTY MAINTENANCE SERVICES FOR PRIVATELY OWNED PROPERTIES

This Agreement is made and entered into on January 18, 2022 by and between the City of Lake Wales, a Florida municipal corporation with offices at 201 W. Central Avenue, Lake Wales, FL (the "City") and Ray & Sons Lawn Service, LLC., a Florida limited liability company with offices at 532 N. Scenic Highway, Lake Wales, FL 33853 (the "Contractor").

1. SCOPE OF WORK

This Agreement is issued to provide funding required to cover services, supplies and material furnished by Contractor to the City to perform the work associated with annual property maintenance services as described in ITB No.22-500 Annual Property Maintenance Services for Privately Owned Properties.

2. TIME AND PERFORMANCE OF THE WORK

Time is of the essence in the performance of this Agreement. Contractor shall proceed with the utmost diligence and dispatch in the performance of Service Requests under this Agreement.

3. TERM

The term of this Agreement shall commence on January 18, 2022 upon approval of the City Commission, and expire on January 18, 2025, with the option to renew for Two (2), One-year terms upon mutual agreement of both parties, unless otherwise terminated as provided herein.

The contractor acknowledges that the City, 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 or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year.

4. RATES

Billing rates shall remain fixed during the term of this Agreement, according to BID SHEET: BID #22-500. (attached)

5. RESPONSIBILITIES

a. Contractor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Contractor.

b. In the performance of the services, Contractor shall provide personnel who are qualified, careful and efficient employees in strict conformity with the best practices and applicable standards. Upon request of the City, Contractor shall remove from the performance of the services hereunder any of its employees who, in the City's judgment, has not conducted himself properly or is not qualified to perform the work.

c. The City's representative is Mark J. Bennett, Director of Development Services, (and his designee/successor) who is the only individual authorized to administer this Agreement including making the changes in or redirecting the work to be performed by Contractor.

6. INSURANCE

During the term of this Agreement and at all times that Contractor performs services for City, Contractor shall, at its sole cost and expense, procure and maintain insurance policies from a licensed carrier with the following minimum limits and coverage:

Worker's Compensation Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability – Occurrence form required (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Evidence of Insurance the Contractor/Vendor shall furnish the City of Lake Wales with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Lake Wales is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All

certificates of insurance must be on file with and approved by the City of Lake Wales before the commencement of any work activities.

Certificates of Insurance evidencing the required coverage and limits shall be furnished to City before any Work is commenced hereunder and shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the City. Certificates of such insurance shall name City as Additional Insured on such policies. The certificates of insurance should also state specifically that the indemnity contained in this Agreement is covered.

Contractor shall require that each Subcontractor provide and maintain at all times during the term of this Agreement insurance equivalent to that which is required of Seller.

7. INDEMNIFICATION

Contractor shall defend, indemnify and save the City, its elected and appointed officials, employees, or agents harmless from and against all liabilities, claims, costs, damages and expenses (including attorneys' fees) for personal injuries, death or property damage (including theft) to the extent arising out of or in connection with:

The negligence or intentional act or omission of Contractor, its employees, agents, representatives and Subcontractors; or

Contractor's breach of this Agreement; or

Labor, materials, services, or supplies furnished by Subcontractors or suppliers of Contractor and from all related liens, including without limitation, laborer's, materialmen's or mechanics' liens.

8. GENERAL

Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Florida.

Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and shall supersede all prior oral and written understandings, agreements and proposals. No modification of this Agreement shall be valid unless made in writing, referring to this Agreement, and executed by City and Contractor.

Independent Contractor. Contractor, in performance of the Work under this Agreement, is acting as an independent Contractor and shall have the exclusive control of the manner and means of performing the work. Personnel and Subcontractors supplied by Contractor hereunder are not City's employees, agents or representatives, and Contractor assumes full responsibility for their acts.

Work Rules. Contractor's employees, agents and Subcontractors shall observe the working hours, working rules, holiday schedules and policies of City while working on City's premises.

Assignment. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Contractor may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of City, and any such attempted assignment shall be void. Furthermore, no work to be performed on behalf of Contractor hereunder shall be subcontracted to or performed on behalf of Contractor in an amount exceeding One Dollar (\$1.00) by any third party, except upon written permission of City. Contractor agrees that any assignment hereunder shall not relieve Contractor of its obligations hereunder.

Notices. Any notices or communication under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address specified below or such other address as either party may in the future specify to the other party.

To City: Mark J. Bennett, Director of Development Services
c/o Code Compliance Division
City of Lake Wales
201 W. Central Ave
Lake Wales, FL 33853

To Contractor: Raymond Bertrand
Ray & Sons Lawn Service, LLC
532 N Scenic Highway
Lake Wales, FL 33853

Waiver. A failure of either party to exercise any right provided herein, shall not be deemed to be a waiver of any right hereunder.

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

Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that 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:

Keep and maintain public records required by the public agency to perform the service.

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 at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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 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 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.

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) 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.

(c) A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(d) 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:

(1) The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least 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.

(e) A notice complies with subparagraph (8)(d)(2) if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its 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.

(f) 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.

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:

843-678-4182 ext. 270

jnanek@lakewalesfl.gov

**City of Lake Wales
Attn: City Clerk
201 W. Central Ave
Lake Wales, FL 33853**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Lake Wales

Signature



James Slaton
Printed Name

City Manager
Title

1/19/2022

Date

CONTRACTOR

Ray & Sons Lawn Service, LLC

Signature



Ray Betrand

Printed Name

Managing Member

Title

Date

1-24-2022

BID SHEET:
BID #22-500

THIS BID SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING

Company Name: RAY & SONS LAWN SERVICES LLC
Company Address: 532 N. SCENIC HWY.
City: LAKE WALES State: FL Zip: 33853
Phone: 863) 605-1168 Fax:) NA
Cell: (863) 605-1168 Other: () N/A
E mail: YARDMAN2561@COMCAST.NET

THE ANNUAL ESTIMATED QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY APPROXIMATIONS BASED ON PRIOR USAGE AND ANTICIPATED NEEDS. THESE ARE NOT GUARANTEED QUANTITIES.

A) VACANT LANDS;

- 1) Mowing, trimming, of high grass, weeds and overgrowth, including shrubbery, remove trees up to 4" in diameter, and limbs, removal of all junk, trash, and scattered debris to include fallen trees.
- 2) Property shall include all adjoining Public Right-of-Way between property, street, and alley.
- 3) Sq. Ft. amount will be for area to be cleaned and cleared in complete accordance with the referenced specifications:

\$.05 per Sq. Ft.

B) RESIDENTIAL PROPERTIES;

- 1) Mowing, trimming, of high grass, weeds and overgrowth, including shrubbery, remove trees up to 4" in diameter, and limbs, removal of all junk, trash, and scattered debris to include fallen trees.
- 2) Property shall include all adjoining Public Right-of-Way between property, street, and alley.
- 3) Sq. Ft. amount will be for area to be cleaned and cleared in complete accordance with the referenced specifications:

\$.05 per Sq. Ft.

C) COMMERCIAL PROPERTIES;

- 1) Mowing, trimming, of high grass, weeds and overgrowth, including shrubbery, trees up to 4" in diameter, and limbs, removal of all junk, trash, and scattered debris to include fallen trees.
- 2) Property shall include all adjoining Public Right-of-Way between property, street, and alley.
- 3) Sq. Ft. amount will be for area to be cleaned and cleared in complete accordance with the referenced specifications:

\$.06 per Sq. Ft.

D) **TREE REMOVAL** – dead and dangerous trees including felled trees 4.1" and over in diameter removed in accordance with the referenced specifications:

4.1" - 8" in diameter	\$ <u>4.00</u> per Ln. Ft
8.1" - 12" in diameter	\$ <u>6.00</u> per Ln. Ft
12.1" - 16" in diameter	\$ <u>8.00</u> per Ln. Ft.
16.1" and larger in diameter	assessed for removal by Code Compliance Division

- NOTE:** 1. The diameter of the trees will be determined as breast height or four and one half (4 1/2) feet above the ground.
2. Trees must be cut to ground or below grade.

*Maintenance of parcels determined by the City to be in excess of contract bid shall be billed at contract price plus 10%.

NOTE: This is **NOT** a time and materials contract. This rate will only be utilized for work authorized by the City in writing prior to or at the time of the order.

E) As a responsive bidder I have attached all required bid data as requested in the attached specification:

Yes , No (If no please explain, Failure to comply with specification requirements may be cause for bid disqualification)

F) Please list any and all exceptions or clarifications to this bid or referenced specification. Failure to list any exceptions or clarifications shall be construed as a total compliance statement.

Please indicate if an additional sheet of exceptions or clarifications is attached: Y or N

G) SCHEDULE:

Work can be started in 2-3 calendar day(s) after notification of bid award.

Contractor requests 2-3 calendar day(s) notice prior to need of required services.

*NOTE: Failure to meet the agreed upon delivery times may be cause for the City of Lake Wales to look to an alternate source to meet the required need and may be cause for cancellation of the order at no further cost or obligation to the City of Lake Wales.

H) TERMS of PAYMENT:

Payment(s) shall be made within forty five (45) days of receipt of invoice in accordance with Florida Statute § 218.74, The Local Government Prompt Payment Act.

I hereby certify that I understand and am aware that the City of Lake Wales at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; bidders experience and/or qualifications, past experience, administration costs, standardization, technical evaluation, and oral and or written presentations required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lake Wales encourages the use of minority and women - owned businesses or in joint venture arrangements. The City of Lake Wales is authorized to give preference to local persons, firms, or corporations.

Company Name: RAY E SONS LAWN SERVICES LLC

Florida Contractor Registration #: _____

Business Tax Receipt #: _____

Business Tax Receipt Jurisdiction: _____

RAYMOND BETAND
Printed Name Authorized

863-605-1168
Contact #


Authorized Signature

12/17/21
Date