

VILLAGE OF TEQUESTA
CONTRACT FOR MOWING AND LANDSCAPING SERVICES

THIS CONTRACT FOR MOWING AND LANDSCAPING SERVICES is entered into and effective this __1st__ day of October 2018, by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469-0273, organized and existing in accordance with the laws of the State of Florida, hereinafter “the Village”; and TERRACON SERVICES, INC., a Florida corporation with offices located at 18241 131st Trail North, Jupiter, Florida 33478, hereinafter “the Contractor” and collectively with the Village, “the Parties”.

WITNESSETH

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Contract whereby the Contractor shall provide lawn mowing and landscaping services for street median, rights-of-way and other Village owned or maintained areas as specified in Village of Tequesta RFP# 2018-03PW which is incorporated into and made a part of this Agreement by reference as if fully set forth herein. RFP# 2018-03PW is attached hereto as Exhibit “A”.

2. **COMPENSATION:** The Contractor’s Bid Submittal contain all pricing for the services contemplated by this Agreement is incorporated into and made a part of this Agreement by reference as if fully set forth herein. The Contractor’s Bid Submittal is attached hereto as Exhibit “B”.

3. **INSURANCE AND INDEMNIFICATION:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance in such amounts as are specified in Exhibit A and shall name the Village as an “additional insured” on the liability portion of the insurance policy. The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement.

4. **PUBLIC ENTITIES CRIMES ACT:** As provided in sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), *Florida Statutes*.

5. **TERM; TERMINATION; NOTICE:** Pursuant to Exhibit "A", the term of this Agreement is for five (5) years, commencing October 1, 2018 and concluding September 30, 2023. One five (5) year extension may be agreed to by the Parties as specified in Exhibit "A". This Contract may be terminated by the Village upon written notice to the Contractor pursuant to Exhibit "A". Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, FL 33469-0273 Attn: Director of Utilities	Terracon Services, Inc. 18241 131 st Trail North Jupiter, FL 33478 Attn: Joseph Baglia

6. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agrees that this Contract is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

7. **ATTORNEY’S FEES:** In the event a dispute arises concerning this Contract, the prevailing party shall be awarded attorney’s fees, including fees on appeal.

8. **CHOICE OF LAW; VENUE:** This Contract shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Contract.

9. **AMENDMENTS & ASSIGNMENTS:** This Contract, all Exhibits attached hereto, and required insurance certificates constitute the entire Contract between both parties; no modifications shall be made to this Contract unless in writing, agreed to by both parties, and

attached hereto as an addendum to this Contract. The Contractor shall not transfer or assign the provision of goods called for in this Contract without prior written consent of the Village.

10. INSPECTOR GENERAL: Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

11. PUBLIC RECORDS: In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, 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 Agreement, the Contractor shall meet

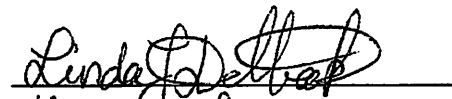
Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

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 AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmcwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.


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

WITNESSES:


Andrea Bonard


Linda Delbeck

TERRACON SERVICES, INC.


By: Joseph Baglia, Vice President
On: October 1, 2018

(Corporate Seal)

VILLAGE OF TEQUESTA

ATTEST:

By: Abigail Brennan, Mayor
On: October __, 2018

(Seal)

Lori McWilliams, MMC