

LAWN AND LANDSCAPE MAINTENANCE AGREEMENT

THIS LAWN AND LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the **City of Florida Procurement Hub, Florida**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 ("**City**"), and **[Contractor Name]**, a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida, whose principal address is [Contractor Address] ("**Contractor**").

RECITALS

WHEREAS, the City desires to engage a qualified contractor to provide routine and professional lawn and landscape maintenance services at City-owned properties; and

WHEREAS, the Contractor represents that it is qualified, willing, and able to provide such services in accordance with the specifications and terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 The Contractor shall provide complete lawn and landscape maintenance services, which may include, but are not limited to:

- Mowing, edging, trimming, and blowing
- Weed control in turf and planting beds
- Shrub and hedge pruning
- Tree trimming (under 12 feet, unless otherwise approved)
- Mulching and bed maintenance
- Seasonal planting, fertilization, and pest control
- Removal of litter and debris from landscaped areas
- Irrigation inspection and minor adjustments (as applicable)

1.2 All work shall be performed in accordance with industry standards, applicable Florida statutes, and the City's specifications, which are incorporated herein by reference as Exhibit A – Scope of Services.

1.3 The Contractor shall furnish all labor, equipment, tools, fuel, materials, and supervision necessary to complete the work.

2. TERM AND RENEWAL

2.1 This Agreement shall commence on _____, 20__, and shall remain in effect for an initial term of one (1) year, unless terminated earlier as provided herein.

2.2 The City reserves the right to renew this Agreement for up to two (2) additional one-year periods, upon mutual written agreement.

3. COMPENSATION

3.1 The City shall pay the Contractor a total not-to-exceed amount of \$_____ annually, as specified in the Exhibit B – Pricing Schedule.

3.2 The Contractor shall submit monthly invoices detailing all work performed during the billing period. The City shall remit payment within 30 calendar days of receipt of an approved invoice.

3.3 No additional compensation shall be paid unless authorized in writing by the City through a change order or amendment.

4. PERFORMANCE STANDARDS AND INSPECTION

4.1 All work must be performed to the satisfaction of the City's designated Contract Administrator or representative.

4.2 The City reserves the right to inspect all work performed and may withhold payment or require corrective action for work that does not meet contract specifications.

4.3 Repeated or material nonperformance may result in termination of the Agreement.

5. INSURANCE AND BONDING

The Contractor shall, at its sole expense, maintain the following insurance coverage throughout the term of this Agreement:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit

- Workers' Compensation: As required by Florida law
- Employer's Liability: \$500,000 minimum
- Performance Bond (if required): Equal to 100% of the annual contract value

Proof of insurance shall be provided to the City upon execution of the Agreement and upon renewal of each policy.

6. INDEPENDENT CONTRACTOR

The Contractor is and shall remain an independent contractor. Nothing in this Agreement shall be construed to create an employment relationship, joint venture, or partnership between the City and the Contractor.

7. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and licensing requirements, including but not limited to:

- Florida pesticide application laws
- OSHA safety standards
- City environmental regulations
- Florida-friendly landscaping principles (as applicable)

8. TERMINATION

8.1 Termination for Convenience: The City may terminate this Agreement for any reason upon thirty (30) calendar days' written notice.

8.2 Termination for Cause: Either party may terminate this Agreement for breach, provided the breaching party fails to cure the breach within ten (10) calendar days of receiving written notice.

8.3 Upon termination, the Contractor shall be entitled to payment for services satisfactorily rendered through the effective date of termination.

9. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims, liabilities, damages, and expenses, including attorney's fees, arising out of or in connection with the Contractor's performance or failure to perform under this Agreement.

10. RECORDS AND AUDIT RIGHTS

The Contractor shall maintain complete records of all services and charges and shall make such records available to the City for audit or inspection during the term of this Agreement and for three (3) years thereafter.

11. NON-EXCLUSIVITY

Nothing in this Agreement shall be interpreted as granting the Contractor exclusive rights to perform landscape services for the City. The City may contract with other vendors at its discretion.

12. NOTICES

All notices required under this Agreement shall be in writing and sent by certified mail or email to:

If to City:

City of Florida Procurement Hub
John Doe, Chief Procurement Officer
1234 Strategic Sourcing Street
Florida Procurement Hub, FL 33333
Email: JDoe@FloridaProcurementHub.com
Phone: (111) 111-1111

With a copy to (if applicable):

City Attorney's Office
1234 Strategic Sourcing Street
Florida Procurement Hub, FL 33333
Email: Legal@FloridaProcurementHub.com

If to Contractor:

[Contractor Name]
Attn: [Contractor Contact Name/Title]

[Contractor Street Address]
[Contractor City, State, Zip Code]
Email: _____
Phone: _____

13. MISCELLANEOUS

13.1 Entire Agreement

This Agreement, including its exhibits, constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements.

13.2 Amendments

This Agreement may only be amended in writing, signed by both parties.

13.3 Governing Law

This Agreement shall be governed by the laws of the State of Florida. Venue for any legal action shall lie in the courts of _____ County, Florida.

13.4 Severability

If any provision is held to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

13.5 No Waiver

Failure to enforce any provision shall not be deemed a waiver of any rights under this Agreement.

14. ATTACHMENTS

- Exhibit A – Scope of Services
- Exhibit B – Pricing Schedule
- Exhibit C – Contractor's Insurance Certificate (if applicable)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF FLORIDA PROCUREMENT HUB

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (if required by City Charter/Ordinance):

By: _____

Print Name: City Clerk (or designee)

Title: City Clerk

Date: _____

(CITY SEAL if applicable)

[CONTRACTOR NAME]

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

WITNESS (for Contractor, if required):

By: _____

Print Name: _____

(CORPORATE SEAL if applicable)