

**SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a  
GAINESVILLE REGIONAL UTILITIES, AND E.W. RESHARD, INC.**

**For  
Grounds Maintenance Services**

**THIS SECOND AMENDMENT**, is made and entered into on July 13, 2016, with an effective date of July 18, 2016, by and between the **CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU")**, a Florida municipal corporation, 301 SE 4<sup>th</sup> Avenue, Gainesville, Florida 32601, and **E.W. RESHARD, INC. ("Contractor")**, a Florida corporation, 5729 NW 27<sup>th</sup> Terrace, Gainesville, Florida 32653, individually referred to "**Party**" or collectively as "**Parties**".

**WHEREAS**, the Parties entered into a contract dated July 1, 2013 for the provision of grounds maintenance services for various GRU facilities, effective through September 30, 2016 ("Initial Contract"); and

**WHEREAS**, on October 1, 2015, the Parties amended the Initial Contract in order to update the GRU facilities requiring grounds maintenance services; and

**WHEREAS**, the Parties agree that Contractor shall continue providing grounds maintenance services for those facilities identified in the Initial Contract as amended, as well as providing grounds maintenance services for additional GRU facilities as described below; and

**WHEREAS**, the Parties agree to modify the Technical Specifications and the Special Instructions in order to account for the additional grounds maintenance services required for additional GRU facilities.

**NOW THEREFORE**, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as set forth below:

1. In additional to the grounds maintenance services required pursuant to the Initial Contract as amended, Contractor shall also provide grounds maintenance services at the Cross Creek Lift Station, Oakmont Hybrid RCW/Stormwater Basin, Kanapaha Middle School and Kanapaha Dewatering Addition on an as needed basis in accordance with the following documents attached hereto and incorporated herein as Attachment "A".
  - a. Technical Specifications
  - b. Special Instructions
  - c. Additional Site Maps
2. Pursuant to the Initial Contract, Contractor shall continue to provide grounds maintenance services at the Kanapaha Water Reclamation Facility, Main Street Water Reclamation Facility, Murphree Water Treatment Plant, Kelly Repump Station, Santa Fe Repump Station #2, Forest Ridge Water Tank #2, Boulware Springs, 5<sup>th</sup> Avenue Water Tank #1, and the Cross Creek Mobile Home Plant on an as needed basis pursuant to Attachment "A" at the rates set forth in the Initial Contract.
3. GRU shall pay Contractor for the faithful performance of the grounds maintenance services to the above-described additional GRU Facilities pursuant to the rates set forth in the Pricing Response Form, attached hereto and incorporated as if fully set forth herein as Attachment "B". Adjustments to the price may be requested by Contractor at least sixty (60) calendar days prior to the anniversary date of the term. Negotiated and approved price changes shall become effective on the anniversary date of that calendar year. Contractor shall request such price increase and provide documentation which substantiates the need for the increase. The price increase shall not exceed the Consumer's Price Index (CPI) or the Producer's Price Index (PPI) for the product during the previous twelve calendar months, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

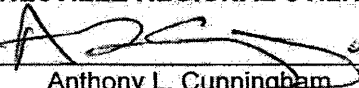
4. All other terms and conditions of the Initial Contract, except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original.

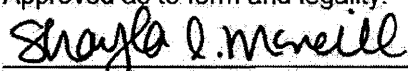
**E.W. RESHARD, INC.**

By:   
Errol W. Reshard  
Owner


**CITY OF GAINESVILLE d/b/a  
GAINESVILLE REGIONAL UTILITIES**

By:  06/30/16  
Anthony L. Cunningham  
Acting Water/Wastewater Officer

Approved as to form and legality:

 6/29/16  
Shayla L. McNeill  
Utilities Attorney

GRU Purchasing Representative

  
Andrew Drummond  
Buyer Analyst

## TECHNICAL SPECIFICATIONS

### 1.0 General Mowing Procedures.

- 1.1 The grass shall be consistently maintained according to the outlined schedule of service. Contractor shall be mindful of the height adjustments of the mowing equipment and string trimmers to avoid scalping the grass. Excessive grass clippings shall be removed and disposed of offsite at Contractor's expense. Grass clippings from mowers shall not be left on sidewalks, pavements, stone areas of substations, or disposed of on adjoining properties.
- 1.2 Areas deemed too wet to mow shall be re-scheduled with a GRU representative to a time when the conditions have improved. Make-up work may require a service on an unscheduled day.
- 1.3 Retention ponds shall be mowed or string line trimmed over all berms down to the water level.

### 2.0 String Line Trimming.

String line trimming shall be performed around walkways, parking lots, buildings, trees, shrubs, fencing and any other structures or areas where mowers are unable to properly cut. Contractor shall use precaution not to damage GRU property with excessive trimming.

### 3.0 Edging.

Mechanical edging is required along walkways, driveways, curbs, asphalt, parking areas, mulched areas, and flower beds. Loose edging material must be removed from the site and properly disposed of offsite at the contractor's expense.

### 4.0 Tree, Shrubs and Pruning.

- 4.1 Contractor shall remove fallen branches and limbs upon each visit to the GRU properties and disposed of offsite at the contractor's expense. Contractor shall notify the GRU representative of dead or damaged trees, shrubs or any landscaping plants with visible damage due to disease, nutrient deficiency, or water starvation. Contractor shall notify GRU of damaged trees or limbs which could become a safety hazard.
- 4.2 Shrubs and small trees shall be pruned monthly and shaped during the growing season to promote compact growth and to preserve the natural form of the specimens. Hedges shall be maintained in an appropriate shape and size to fit the building and landscape architecture.
- 4.3 Trees shall be pruned once a year in the spring following the instructions of a GRU representative. Low hanging limbs shall be trimmed flush to the trunk as needed. Trees or brush that were not intentionally planted and are smaller than four inch diameter shall be removed.

### 5.0 Flower Beds.

Contractor shall maintain a weed free flower bed by manually pulling any weeds or using herbicide when there is no risk to damage plants, shrubs or trees. Limbs and leaves shall be manually removed and disposed of offsite. Contractor shall supply and apply a suitable fertilizer as needed to maintain healthy plants and shrubs.

### 6.0 Fence Lines and Perimeter Walls.

Contractor shall manually clear and maintain all fence lines and perimeter walls on the subject property of any growth with a diameter less than four inches. Herbicides shall be contained to less than four inches of effected area. Limbs that are touching a fence or wall shall be trimmed flush to the trunk or stem on any tree or bush larger than four inches. Trees or brush that were not planted and are smaller than four inch diameter shall be removed.

**7.0 Blowing.**

Parking lots, driveways, walkways, door entrances and outside break areas shall be blown of leaves, dirt and debris after every visit. All excess material shall be gathered and disposed of offsite.

**8.0 Schedule.**

One month schedules are mandatory for servicing all GRU locations. Schedules shall be submitted to GRU two weeks in advance.

**9.0 Contractor Responsibilities.**

Contractor shall use, and be responsible for, his own equipment. Contractor assumes all responsibility for any and all damage caused by Contractor or his equipment to the City's or GRU's property or any surrounding property.

**10.0 Safety.**

10.1 Contractor is responsible for ensuring that all personnel perform the work in accordance to all Occupational Safety and Health Administration standards. The Contractor shall provide his staff with appropriate safety equipment, including, but limited to the following: safety goggles, chain guards on mowers, appropriate work attire (including leather shoes with anti-skid soles), gloves, and hardhats where required, etc. If Contractor's personnel do not utilize proper safety equipment, GRU staff will not allow the personnel to continue the work until the situation has been corrected.

10.2 Safety Data Sheets for chemicals used shall be kept on file by Contractor and made available at any time to GRU representatives upon request.

**11.0 Changes to Scope of Work.**

GRU reserves the right to adjust the scope of services (add or remove) and negotiate an adjustment to the contract price with Contractor. If any new sites are added or deleted, GRU will notify Contractor. If additional services are performed without GRU's written consent, GRU shall not be obligated to pay for such services.

**12.0 Additional Services.**

All additional grounds maintenance services requested by a GRU representative shall require a written quote and a valid purchase order number issued before work shall commence. Additional services may be requested for other GRU properties.

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**SPECIAL INSTRUCTIONS  
FOR  
CROSSCREEK LIFT STATION**

**1.0 Crosscreek Lift Station Information.**

- 1.1 Address: S.E. 174<sup>th</sup> Place, Hawthorne, Fl. 32640.
- 1.2 GRU Contact: Gene White, O&M Facilities Maintenance Manager, 352-393-6616
- 1.3 Hours for the work to be performed: Monday – Friday 7:00 am – 5:00 pm.
- 1.4 Herbicides to be approved in advance of application by GRU.
- 1.5 The area to be serviced is outlined on the map attached herein as (Attachment “C”).
- 1.6 Contractor shall meet with the GRU representative on a monthly basis to discuss the ongoing grounds maintenance issues.

**2.0 Scheduled Maintenance**

- 2.1 Grounds maintenance schedule: Once a month service from March 1<sup>st</sup> to October 31<sup>st</sup> and no service from November 1<sup>st</sup> to February 28<sup>th</sup>.
- 2.2 Contractor shall provide a monthly schedule of service to the GRU Representative two weeks in advance of the work.

**SPECIAL INSTRUCTIONS  
FOR  
KANAPAHA MIDDLE SCHOOL**

**1.0 Kanapaha Middle School Information.**

- 1.1 Address: 5005 S.W. 75<sup>th</sup> Street, Gainesville, Fl. 32608.
- 1.2 GRU Contact: Gene White, O&M Facilities Maintenance Manager, 352-393-6616  
Kanapaha Middle School Contact: Tommy Smith, Assistant Principal for Student Services, 352-955-6960
- 1.3 Hours for the work to be performed: Monday – Friday 7:00 am – 5:00 pm.  
Contractor shall avoid obstructing bus traffic from the hours 8:40 AM to 9:15 AM and 3:10 PM to 3:45 PM
- 1.4 Herbicides, pesticides and fertilizers to be approved by GRU in advance of application.
- 1.5 The area to be serviced is outlined on the map attached herein as (Attachment "B").
- 1.6 Contractor shall meet with the GRU representative on a monthly basis to discuss the ongoing grounds maintenance issues.
- 1.7 All Contractor employees shall have a current Contractor/Vendor ID badge issued by the Alachua County School Board.

**2.0 Scheduled Maintenance**

- 2.1 Grounds maintenance schedule: Every other week service from March 1<sup>st</sup> to October 31<sup>st</sup> and once a month service from November 1<sup>st</sup> to February 28<sup>th</sup>.
- 2.2 Contractor shall provide a monthly schedule of service to the GRU Representative two weeks in advance of the work.
- 2.3 Contractor shall maintain all areas shaded on the map.
- 2.4 Minimum trimmings shall be thrown into the ponds while maintaining this area.
- 2.5 Contractor shall cut back the vegetation in Cell 3, Cell 6 and what covers the Waterfall Feature during the January visit. Vegetation in Cell 3 and Cell 6 shall be trimmed to a height of approximately 1-foot high. Vegetation shall not be trimmed less than 8-inches high from the ground. Trimmed plant debris shall be removed from the site.
- 2.6 Rocked areas surrounding Cell 1, Cell 2, and Cell 3 shall be maintained clear of grass, weeds or brush.
- 2.7 Ligustrum plants shall be pruned as needed.

**SPECIAL INSTRUCTIONS  
FOR  
OAKMONT HYBRID  
RCW/STORMWATER BASIN**

**1.0 Oakmont Hybrid RCW/Stormwater Basin Information.**

- 1.1 Address: S.W. 115<sup>th</sup> Terrace, Gainesville, Fl. 32607.
- 1.2 GRU Contact: Gene White, O&M Facilities Maintenance Manager, 352-393-6616
- 1.3 Hours for the work to be performed: Monday – Friday 7:00 am – 5:00 pm.
- 1.4 Herbicides, pesticides, and fertilizers to be approved by GRU.
- 1.5 The area to be serviced is outlined on the map attached herein as (Attachment “A”).
- 1.6 Contractor shall meet with the GRU representative on a monthly basis to discuss the ongoing grounds maintenance issues.

**2.0 Scheduled Maintenance**

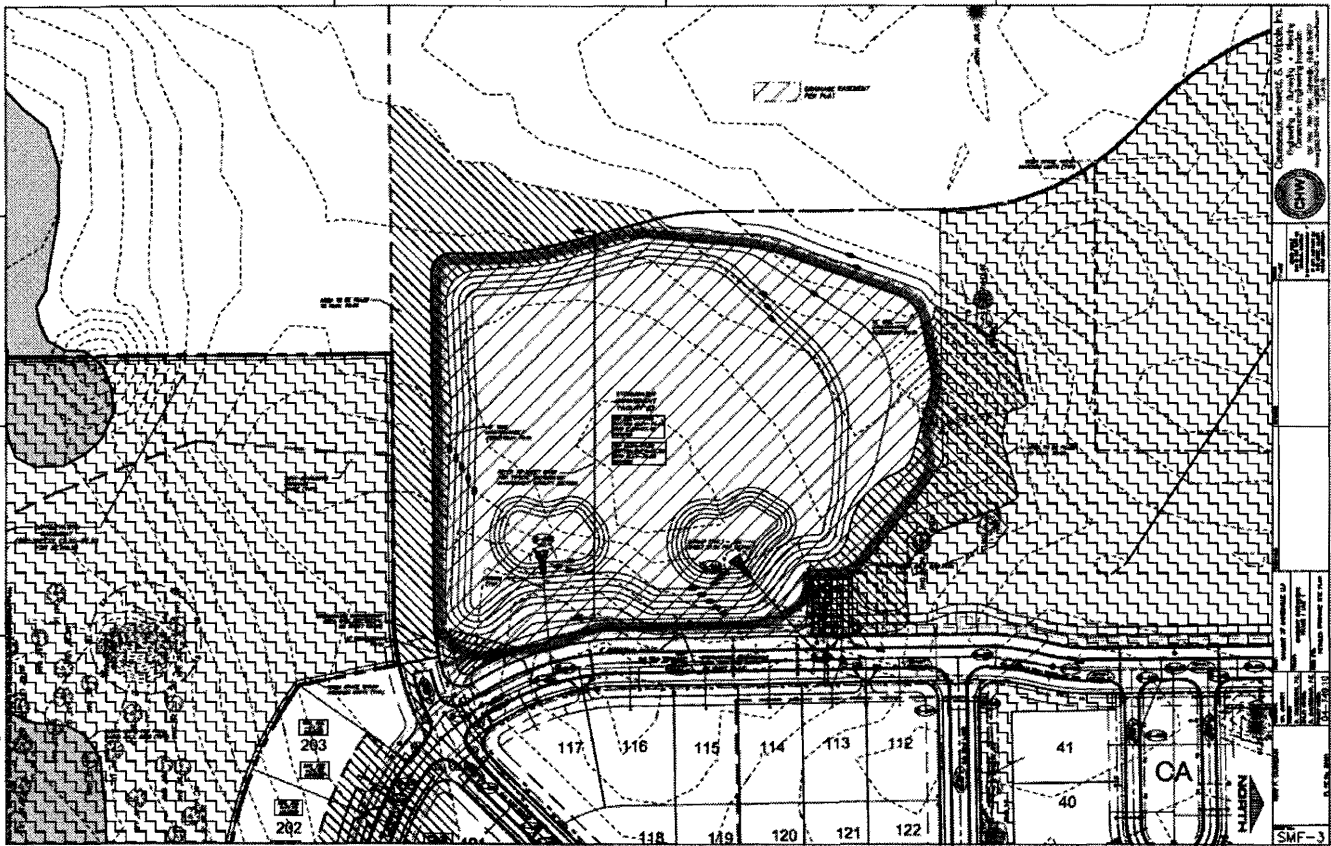
- 2.1 Grounds maintenance schedule: Monthly service from March 1<sup>st</sup> to October 31<sup>st</sup> and no service from November 1<sup>st</sup> to February 28<sup>th</sup>.
- 2.2 Contractor shall provide a monthly schedule of service to the GRU Representative two weeks in advance of the work.
- 2.3 Contractor shall minimize trimmings being thrown in the basin/wetland.
- 2.4 Tall weeds in the area-of-maintenance including weeds adjacent to the waters edge shall be trimmed back to conform to the landscaping of the Oakmont subdivision.

Cross Creek Lift Station

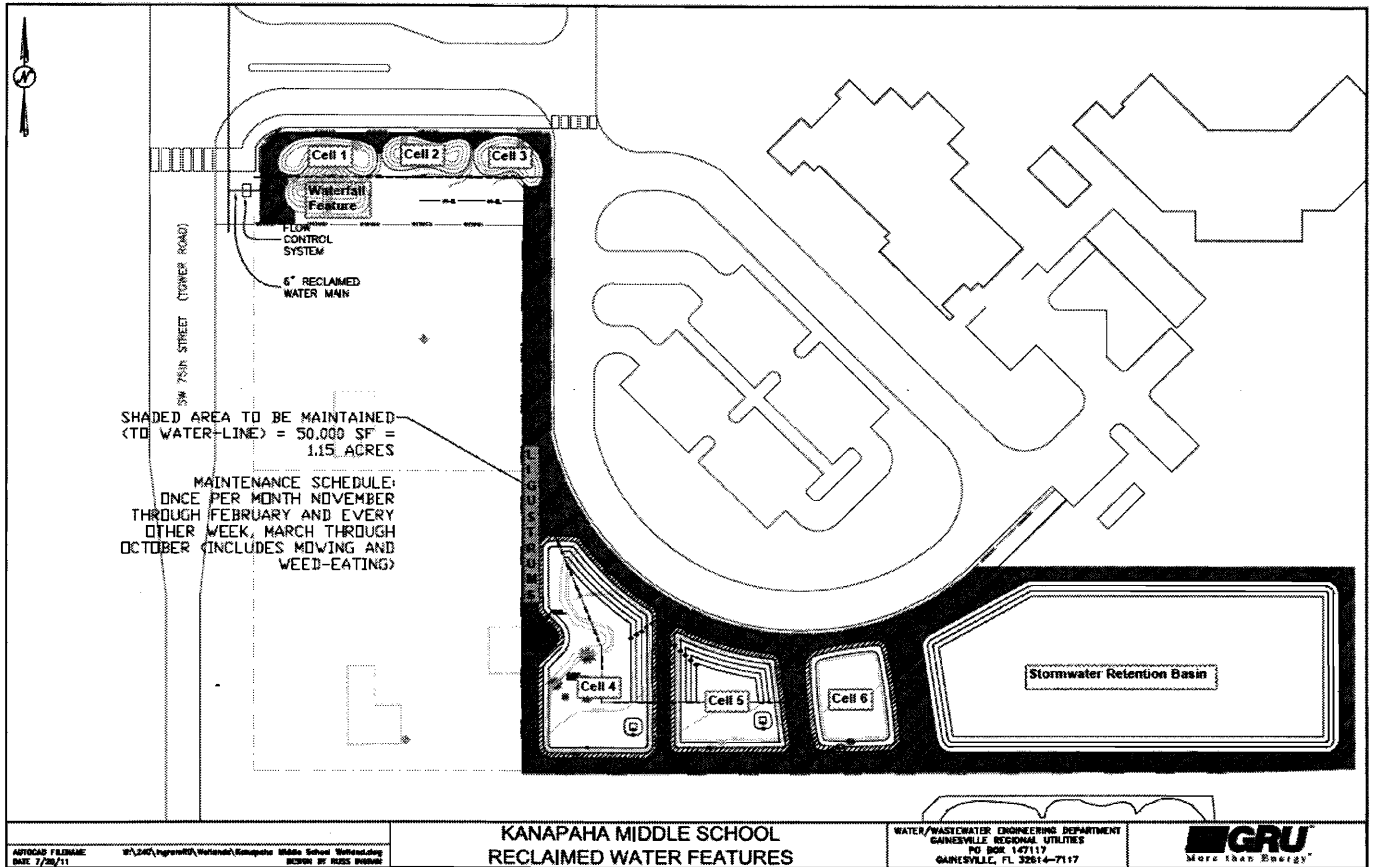




Oakmont Hybrid RCW/Stormwater Basin



Kanapaha Middle School



Pricing Response Form

Errol Reshard's Locations

Kanapaha Water Reclamation Facility

Main Street Water Reclamation Facility

Murphree Water Treatment Plant

Kelly Repump Station

Santa Fe Repump Station #2

Forest Ridge Water Tank #2

Boulware Springs

5<sup>th</sup> Avenue Water Tank #1

Cross Creek Mobile Home Plant

Cross Creek Left Station(New) Price \$ \_\_\_\_ \$ 1,800.00 \_\_\_\_\_

Oakmont Hybrid RCW/Stormwater Basin Price \$ \_\_\_\_ \$ 7,250.00 \_\_\_\_\_

Kanapaha Middle School(New) Price \$ \_\_\_\_ \$ 7,800.00 \_\_\_\_\_

Kanapaha Dewatering Addition(New) Price \$ \_\_\_\_ \$ 6,300.00 \_\_\_\_\_

\* Each price listed above is an annual rate\*