

Exhibit A

SERVICES CONTRACT GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY P.O. Box 490, MS 48 | Gainesville, FL 32602-0490 Tel. 352.334.2205 ~ Fax 352.334.2132

THIS AGREEMENT made and entered into this 28th day of October, 2013, by and between the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic existing under the laws of the State of Florida ("CRA"), whose mailing address is P.O. Box 490, Station 48, Gainesville, Florida, 32627-0490, and RAGIN LAWN SERVICES, a Florida corporation ("CONTRACTOR") whose mailing address is 2811 NW 154th Street, Gainesville, FL 32669, Phone (352) 215-5002, EIN # 26-4068841.

WITNESSETH:

- 1) The CRA engages CONTRACTOR to render and perform the following work: Specialty Landscape Maintenance in accordance with Scope of Services (Attachment A) and Proposal from Contractor dated 10/16/2013 (Attachment C), Project # CFED - 24 - MN - 2011.
- 2) The CONTRACTOR is hired as an independent CONTRACTOR from 11/1/2013 to 09/30/2014 to complete the work. The parties agree that time is of the essence for the completion of the work.
- 3) In the performance of this Agreement, the CONTRACTOR will be acting in the capacity of an independent contractor and not as an agency, employee, partner, joint venture, or associate of the CRA. The CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this agreement. Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 4) The CONTRACTOR shall be compensated a total sum not to exceed \$43,983.12 (*forty-three thousand nine hundred eighty-three dollars and twelve cents*) as defined in Attachment B for satisfactory completion of the work
- 5) The CRA shall pay to the CONTRACTOR for the faithful performance of this Contract the sums due upon verified invoice(s) within thirty (30) days of receipt. CONTRACTOR shall submit invoice(s) within ten (10) business days after the work has been completed.
- 6) The CONTRACTOR understands and agrees that as an independent contractor, the CONTRACTOR is not entitled to any benefits due CRA employees, and may be terminated by the CRA for cause at any time without prior notice and without cause upon ten (10) days' prior written notice. If terminated without cause, the CONTRACTOR shall be paid a pro-rata sum for work satisfactorily completed as of the date of termination.
- 7) CONTRACTOR agrees to indemnify and hold harmless the CRA, its officers, agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the work.
- 8) The CONTRACTOR and the CRA agree that nothing in this contract shall be interpreted as a waiver of the CRA's sovereign immunity under 768.28 Florida Statutes.
- 9) Insurance Required: YES* (attach certificate with the Gainesville CRA listed as Additional Certificate Holder)
 NO
*Coverage: General liability: limits \$1,000,000 Automobile: limits \$300,000
 Worker's Compensation: limits state requirements
- 10) Business Tax License: Provide proof of current Business Tax License with the City (if business is located within the city limits).
- 11) The CRA will provide the following: N/A
- 12) This CONTRACT constitutes the entire agreement between the CRA and the CONTRACTOR. Any notifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

Jacodie Rapp 10/23/13
CONTRACTOR DATE

Mary Ann Carroll 10-23-13
WITNESS DATE

Russ Blackburn 10-28-13
Russ Blackburn, CRA Exec. Director DATE

Knew E. Pines 10-28-13
WITNESS DATE

CRA USE ONLY: Vendor/Customer Number: VC00000105100

This Form Document No. P06-223 is a legal instrument approved by the CRA Attorney. Any deviations from its intended use should be authorized by the CRA Attorney.

ATTACHMENT A
PROJECT SPECIFICATIONS

PROJECT NAME: 2014 Specialty Landscape Maintenance

PROJECT #(s): CFED-24-MN-2011

**SPECIFICATIONS
(in detail):**

Contractor to supply the following:

- Weed & Pest Control
- Litter Removal
- Sweeping
- Raking
- Irrigation
- Mulching
- Annual & Perennial Care
- Tree & Shrub Trimming
- Fertilization
- Lighting
- Mowing
- Edging

Other services, billed separately, as needed and upon mutual written consent of the CRA and Contractor.

All this pursuant to Contractor's Proposal dated 10/16/2013 and incorporated herein by reference.

ATTACHMENT B
COMPENSATION AND PAYMENT TERMS

PROJECT NAME: 2014 Specialty Landscape Maintenance

PROJECT #: CFED-24-MN-2011

NOT TO EXCEED AMOUNT: \$43,983.12 for the term of the Contract (11/01/2013 through 09/30/2014)

BASIS FOR PAYMENT: Net 30

ANTICIPATED PAYMENT SCHEDULE: Upon completion and acceptance by CRA Project Coordinator

ADDITIONAL PAYMENT OR REIMBURSABLE EXPENSES: N/A