

Irrigation Contract

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made and entered into by and between **Compare Lawn Care** (hereafter referred to as the "Contractor") and **The Inlets Common Facilities Corporation, Inc.**, (hereafter referred to as the Owner) also working on behalf of the Inlets Condominium Association Inc. and the Inlets Carriage Homes Condominium Association. The Owner and Contractor agree to the **General Conditions and Scope of Work**:

1 GENERAL CONDITIONS:

This document constitutes the entire agreement between the parties, including all obligations of the Contractor and the Owner, as specified herein.

1.1 SCOPE OF WORK: REF PGS. 5-7

The contractor agrees to perform the work specified in Section 2 of this document using forces under his direct control. The Contractor shall not assign this contract work to a third party except as expressly agreed by the Owner.

1.2 PERIOD OF PERFORMANCE:

Contractor's work under this contract shall commence on January 1, 2023 and finish on December 31, 2022. The Owner's obligation to make payments as stipulated herein shall span the same period. The contract will be re-issued by mutual agreement yearly such that Contractor's work may continue uninterrupted.

1.3 INDEPENDENT CONTRACTOR:

Nothing in this agreement shall be construed to create an employer/employee relationship between the Owner and Contractor. The contractor shall be an independent contractor and not an agent of the Owner.

1.4 CONTRACT SUM:

The Contractor and Owner agree that the total compensation for the work shall be \$44,352.00. annually. The Owner agrees to pay the Contractor monthly the amount of \$3,696.00 equal to 1/12th of the contract annual amount provided that the required work is completed as required herein. Payments will be

made not later than the 25th day of each month. The contractor shall submit an invoice approximately one week prior to the payment date, certifying that the work performed the previous month has been completed satisfactorily.

1.5 CHANGE ORDERS:

Changes to the Contractor's work scope and compensation for the added work may be negotiated between the parties as needed and shall be confirmed by the parties in writing. Executed change orders shall become a part of and be governed by this agreement.

1.6 OTHER WORK:

It is understood that from time to time the Contractor will agree to perform work not within the scope of this agreement, as requested and paid for by individual residents. The Owner will not have any involvement in such work, provided it complies with the Inlets normal architectural and workmanship standards.

1.7 DISPUTE RESOLUTION:

It is anticipated by both parties that any dispute arising from the Owner's or Contractor's actions will be amicably resolved by mutual agreement. Normal monthly payments to the Contractor shall not be delayed due to unresolved disputes.

2 CONTRACTORS OBLIGATIONS REF PGS. 5-7 SCOPE OF WORK

- 2.1** Contractor shall Supervise and direct the work as outline in the scope of work using its best skills and efforts and shall perform the work in strict accordance with the agreement. Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work will be new and of good quality, and free from faults or defects to enable the work to be laid out and performed in an orderly and expeditious manner.
- 2.2** Contractor shall perform work as required and needed under this Agreement between the hours of 8am and 5pm unless otherwise agreed to by owner.
- 2.3** The contractor shall require each subcontractor to be bound by this agreement to the extent of the work performed by such subcontractor. Contractor will be responsible for its subcontractors.
- 2.4** The contractor will instruct its work force to comply with all state, federal and local regulations.
- 2.5** The contractor will comply with OSHA rules and regulations.

- 2.6** Contractor will be responsible for keeping work area clean and safe including lights, barricades and enclosures. Contractor will also be responsible for removing and disposing any excess materials.

3 PARTIES RIGHT TO TERMINATE CONTRACT

- 3.1** Either party may terminate the contract effective 30 days following delivery of a written notice of termination. Termination shall be for reasonable cause.

4 OWNER OBLIGATIONS

4.1 PAYMENT

The Owner shall pay the contractor promptly for work performed.

4.2 FACILITIES

The Owner will continue to provide certain facilities for the use of the Contractor including storage of the Contractor's equipment and materials to the same extent as was the case upon the date of execution of this contract.

4.3 REPAIR PARTS

The cost of parts required to maintain the irrigation system is not included in this contract and shall be borne by the Owner. Every reasonable effort shall be made to assure that parts are available promptly when needed to not delay the Contractor in the performance of his work. Any delay caused by such delay shall not reflect on performance of Contractor.

4.4 DISCLAIMER OF LIABILITY.

The Owners shall not be responsible for or assume any liability or responsibility for loss or damage to equipment or materials, tools or other personal property whether owned or leased by the Contractor, subcontractor, their agents, or anyone employed by it in the performance of the work.

5 INSURANCE/INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Board of Directors, and their agents and employees from and against all claims, damages, losses and

expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

The Contractor shall purchase from and maintain insurance from a company or companies lawfully authorized to do business in the jurisdiction in which the property is located and with a rating not less A. Coverage to be provided shall include, but not be limited to:

- (1) Commercial General Liability
- (2) Workers' Compensation and Employers' Liability
- (3) Automobile Liability.

Minimum amounts of insurance coverage written on an occurrence basis must be carried by the Contractor in the amounts as checked below:

- (1) Commercial General Liability: \$1,000,000 each occurrence; \$2,000,000 per policy aggregate.
- (2) Worker's Compensation, covering all persons employed for such work with statutory limits and in compliance with state laws. All insurers shall agree to waive subrogation against the Owner.
- (3) Employer Liability: \$300,000
- (4) Comprehensive Automobile Liability: \$500,000
 - a. on all owned, non-owned or hired vehicles and equipment used in performance of the work provided for in this agreement
 - b. \$500,000 combined single limit for bodily injury and property damage
- (5) Umbrella Liability: Not required

The Contractor shall, concurrent with the execution of this Agreement, deliver to the Owners a Certificate of Insurance which names the Owners and the Property as additional insured. In no circumstance, shall the Contractor commence any work without the issuance of policies for all the insurance coverage specified in this section. The Certificate of Insurance and insurance policies shall contain a provision that coverage under the insurance policy will not be canceled, allowed to expire or reduced in coverage until after thirty (30) days prior written notice, by registered or certified mail, has been given to the Owner.

SCOPE OF WORK

The Contractor understands that this Contract covers all stipulated irrigation services for all Common Areas within The Inlets, as well as the private property of 221 single family residences, and the Carriage Homes area (two multi-unit buildings). The irrigation system includes 33 timer control boxes, 294 irrigation zones and 7 wells. Contractor has visited the applicable areas of this contract, understands, and is familiar with all the areas included in this contract.

Any additional repairs not covered under this contract must be authorized by the Owner before it is performed. Contractor agrees to invoice for additional approved repairs performed. Owner agrees to pay Contractor for authorized additional work.

1 GENERAL CONDITIONS OF IRRIGATION SERVICES

Upon submittal of bids, Contractor so stipulates Contractor has reviewed, become familiar with, and inspected sufficient aspects and components of The Inlets irrigation system. Contractor shall provide proof, including copies, of all applicable licenses and certificates deemed legal and necessary to comply with applicable regulations, ordinances and laws, for work performed in Sarasota County and the State of Florida.

- Contractor agrees to provide contact information to designated Inlets representatives. Contractor agrees to identify procedures for communication of information, including phone calls, emails, and online service requests.
- The Contractor must furnish all labor, tools, and other necessary equipment covered under this Agreement.
- Contractor will be reimbursed at cost for all irrigation parts and supplies he purchases that are utilized in the repair and maintenance of the Inlets irrigation system. Contractor must notify The Irrigation Committee representative of all irrigation parts used. Contractor must submit an itemized receipt for parts purchased.
- Contractor must meet with the appointed Inlets Director, designated Irrigation Committee Chairperson or other designated person, weekly, or as needed, to review and inspect completed tasks and projects since the last meeting and to discuss future tasks and projects.
- Contractor understands that no individual property owner's irrigation requests are to be completed without first obtaining a copy of an **Irrigation Services Request Form** approved by a designated Irrigation Committee member.
- Contractor agrees to familiarize its employees and/or subcontractors with the irrigation system of The Inlets, and to immediately repair any damages caused to said system by its employees or subcontractors.

- Contractor will provide an English-speaking management representative whenever work is being performed under this contract, including work performance review meetings, to include site and area reviews. At least one member of any work crews must always be able to communicate in English with a designated inlets representative. In case of complaints or problems, a Contractor management representative will be made available as soon as practical in response to the request of an Inlets Irrigation Committee Designee.
- Contractor will be responsible to receive, and review Irrigation Committee approved irrigation Services Requests each scheduled work day. Completed Irrigation Services Requests will be returned with actions taken noted by Contractor.
- If temporary storage facilities or areas become necessary for the proper administration of this Contract, permission may be granted by The Inlets Board of Directors, after consultation and site visits. Contractor must daily maintain a neat and organized storage area. Responsibility and liability for any stored materials, equipment or tools, rest solely with the Contractor. Upon completion of this Contract, or as directed by The Inlets Board of Directors, all materials and equipment must be removed from the site, and the site returned to its original condition.
- All debris produced by the Contractor during irrigation operations, or produced by natural conditions in the Common areas, must be checked, raked, collected, and removed from work areas daily.
- In the event, any repairs or projects are beyond the Contractor's or subcontractor's ability or expertise, the Contractor will immediately notify an irrigation Committee representative to determine best course of action.
- A minimum of **Schedule 40 PVC pipe and fittings** must be used in repairs and replacements, enhancements, alterations, and additions.
- Contractor must respond to service call requests within 24 hours, and initiate repairs within 48 hours. Contractor will also communicate with Inlets representative if any repairs cannot be completed within 48 hours.
- After hours' emergency responses, must have prior approval from an Irrigation Committee representative and will be payable at a rate \$25/hr. upon submittal of an itemized invoice.
- Well and pressure tank repairs are ***not*** part of this Contract

2 SPRINKLER MAINTENANCE AND SERVICES TASKS:

- Bi-Monthly activate all zones via timer control boxes, testing each zone to insure each sprinkler is properly functioning, adequacy of coverage and to inspect for supply line leaks. Any items identified as needing repairs and/or replacement will be fixed within 48 hours.
- Bi-Monthly trim all sprinkler heads (donut rings) and control boxes, permitting unobstructed optimal performance of sprinkler heads. Use chemicals as needed in the donut rings.

- Maintain proper height and adjustment of sprinkler heads to ensure proper and effective functioning.
- Maintain proper location and height of protective donut rings.
- Inspect all well pump locations for proper operation, including any leaks, and tripped electric breakers. Notify an Irrigation Committee member if any issues are uncovered.
- Inspect any battery-operated timers and replace batteries as needed.
- Perform sprinkler head adjustments to maintain adequate irrigation pattern coverage, to eliminate dry spots and to insure adequate foundation planting coverage. Clean any sprinkler head blockages and filters.
- Identify and replace any damaged or malfunctioning sprinkler heads and parts.
- Test and clean rain sensors to insure proper function. If a rain sensor interferes with auto control of a timer, turn off the rain sensor until a solution is determined.
- Adjust zone timers for correct times, needed days, cycle times and irrigation durations to comply with Sarasota County Regulations. Adjust as needed to meet site conditions for seasonal rainfall. Contractor and Owner to agree on implementing system variances.
- Inform Owner of any repairs needed that are not covered under this Maintenance Service Agreement.

The parties have executed this agreement as of the day of _____

OWNERS: The Inlets Common Facilities CONTRACTO Compare Lawn Care Corporation INC. The Inlets Condominium Association INC.

(Signature)


(Signature)

(Print Name)

President
(Title)

Owner Jorge A Irakorta
(Title)

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