

AGREEMENT FOR CLEANING AND MAINTENANCE SERVICES

The following terms and conditions shall constitute a binding legal contract (the “**Contract**” or “**Agreement**”) between RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT c/o Rizzetta & Company, 9428 Camden Field Parkway, Riverview, Florida 33578 (“**Owner**”) and TOTAL COMMUNITY MAINTENANCE, LLC, 4520 Charter St., Zephyrhills, FL 33542 (“**Contractor**”):

In Consideration of the mutual covenants and conditions hereinafter set forth in the Contract and this Contract, the parties agree as follows:

1.1 Contractor shall perform all work and supply all equipment and labor necessary for cleaning and maintenance of the Owner’s pool deck and bathrooms, in accordance with industry standards and CDC guidelines, as described in the Contractor’s May 15, 2020 estimate attached hereto as Exhibit A and incorporated herein by reference (the “**Work**”), in accordance with the terms and conditions set forth herein and in Exhibit A.

1.2 Contractor acknowledges that it has visited the District’s facilities (“**Premises**”), and is familiar with all of the existing conditions that may affect the Work.

1.3 Time is of the essence of Contractor’s performance.

1.4 Contractor shall use all due care to protect the property of the Owner, its residents, and owners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

1.5 Contractor shall take all necessary precautions to keep the Premises free of safety hazards, and shall protect all materials and equipment from loss and damage, including theft and damage by weather. Contractor agrees that the prevention of accidents to workers engaged upon or in the vicinity of the Work is its responsibility. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction. Contractor shall comply with the reasonable recommendations of insurance companies having an interest in the Work.

1.6 Contractor agrees to comply with all federal, state and local laws, codes and regulations and all municipal laws, building codes, ordinances and regulations, in force at the commencement of the Work, applicable to the Work to be performed under this Contract and to obtain at its own expense all licenses necessary for the performance of the Work. Contractor shall pay all taxes, assessments and premiums under the Federal Social Security Act, any applicable Unemployment Insurance, Workmen’s Compensation Act, Sales Tax, Use Tax, Personal Property Taxes or other applicable taxes or assessments now or hereafter in effect and payable by reason of or in connection with any part of the Work.

1.7 Contractor shall keep the Premises free and clear from all liens and charges arising out of the Work, including materialmen’s, laborers’ and mechanics’ liens, and shall give Owner prompt written notice of actual and prospective claims of any such liens or charges known to Contractor.

1.8 Contractor hereby warrants and guarantees the Work to the full extent set forth herein and further warrants and guarantees that the Work will be of best quality and that the Work including all materials supplied or used shall be free of defects and fit for its intended use.

ARTICLE II
PAYMENT

Provided that Contractor shall not be in default in the performance of any provision of this Contract to be performed by Contractor, Contractor shall receive payment for its performance hereunder an amount in the total amount of \$400/month as set forth in Exhibit A. Any charges in excess of \$400/month must be approved by the Owner in writing prior to being incurred or such charges will not be paid. Payment shall be made within thirty (30) days of receipt of a properly completed invoice for the prior month's services and any and all information or documentation in support of any invoice or any charge on the invoice reasonably requested by the Association.

ARTICLE III
CONTRACTOR'S LIABILITY

3.1 Contractor assumes the entire responsibility and liability for, and agrees to hold Owner, Owner's members, residents, directors, officers, agents, managers, employees, partners, affiliates, beneficiaries and anyone else acting on behalf of any of the foregoing (all of said parties are hereinafter sometimes collectively referred to as "Indemnitees") harmless from, any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons whether employees of Contractor or otherwise, and to all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with any negligent or intentional misconduct in the execution of the Work, and all damage, direct or indirect, of whatsoever nature, resulting from the performance of the Work. If any person shall make a claim for any damage or injury (including death resulting therefrom) as hereinabove described, whether such claim be based upon any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty, administrative regulation (whether nondelegable or otherwise) or obligation on the part of an Indemnitee or its agents, or otherwise, Contractor agrees to indemnify and save such Indemnitee harmless from and against all losses and all liabilities, expenses and other detriments of every nature and description (including attorneys' fees), to which the Indemnitee may be subjected by reason of any negligent act or omission of Contractor or of any of Contractor's subcontractors, employees, agents, invitees or licensees, where such loss, liability, expense or other detriment arises out of or in connection with any negligent act or intentional misconduct in the performance of Work, including, but not limited to, personal injury and loss of or damage to property of the Indemnitee or others.

3.2 Contractor agrees to assume the entire liability for all claims of personal injury and wrongful death suffered by their own employees asserted by persons allegedly injured in connection with the Work, and hereby waive any limitation of liability whatsoever, including but not limited to limitations based upon the Workers' Compensation Act. Contractor agrees to indemnify, hold harmless and defend Owner and its respective agents, contractors and employees from and against any and all loss, expense, damage or injury, including court costs and reasonable fees of counsel sustained as a result of all such claims of personal injury and wrongful death.

ARTICLE IV
INSURANCE

4.1 Contractor shall purchase and maintain the following insurance issued in amounts required by law but in no event less than those specified below and no Work shall be commenced under this Contract until Contractor shall have obtained all requisite insurance and provided certificates of insurance to the Owner:

- A. Workers' Compensation in accordance with the laws of the State of Florida.
- B. Commercial general liability insurance policy including a \$1,000,000 per occurrence/\$2,000,000 general aggregate limit for bodily injury and property damage.
- C. Commercial auto liability insurance with a combined single limit of \$1,000,000 for non-owned, leased, and hired automobile liability

4.2 Certificates of insurance evidencing compliance with this Contract, specifically stating that the insurance evidenced thereby is primary to any valid and collectible insurance and naming the additional insureds required hereunder, shall be presented to Owner prior to commencement of the Work.

ARTICLE V
TERMINATION

Either party may terminate this contract with or without cause by providing ten (10) days written notice to the other party. In the event of such termination, Contractor shall only be paid for services provided through the date of early termination, less any amount due to the Owner arising from any faulty work or negligence by Contractor.

ARTICLE VI
GENERAL PROVISIONS

6.1 This Contract may not be assigned or encumbered by Contractor. Contractor shall be as fully responsible to the Owner for the acts, omissions, materials and workmanship of its subcontractors and their employees as for the acts, omissions, materials and workmanship of the Contractor.

6.2 All notices hereunder shall be deemed to be made properly if personally delivered or sent by registered or certified mail, return receipt requested, and addressed to the parties at the addresses set forth in the Contract. The address may be changed by either party giving such notice. Notice so mailed shall be deemed received upon the expiration of seventy-two (72) hours from the time of deposit in a United States post office.

To Owner:

RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida

To Contractor:

TOTAL COMMUNITY MAINTENANCE, LLC
4520 Charter St.
Zephyrhills, FL 33542

6.3 This Contract constitutes the entire agreement between Contractor and Owner relating to the Work. Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Contract or any terms thereof shall be binding on the Owner or Contractor unless in writing and executed by an officer or employees of the Owner and the Contractor specifically authorized to do so.

6.4 No modification, waiver, termination, discharge or cancellation of this Contract or of any terms hereof or certificate, approval or payment made to the Contractor, or use or occupancy of the Work shall impair either the Owner's or Contractor's rights with respect to any liabilities, whether or not liquidated, between the Contractor and the Owner.

6.5 This Contract and the parties hereto shall be governed by laws of the State of Florida. Venue for all litigation in connection with this Contract shall be in Hillsborough County, Florida.

6.6 In the event litigation, arbitration, bankruptcy or appellate proceedings are required to resolve any dispute between Owner and Contractor, the prevailing party shall be entitled to judgment against the non-prevailing party for any and all attorneys' fees and costs incurred by the prevailing party in such legal proceedings.

6.7 If any term or provision of this Contract shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances, or regulations of any public authority having jurisdiction thereof by a court of competent jurisdiction, then, notwithstanding such term or provision, this Contract shall be and remain in full force and effect and such term shall be deemed stricken; provided, however, this Contract shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

6.8 In the event of a conflict between this Contract and the May 15, 2020 estimate attached hereto as Exhibit "A", the terms and conditions in this Contract shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be properly executed as of

7/8, 2020.

Owner:

RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

***Chairman executed the proposal in error**

By: _____

Print Name: _____

Its: _____

Contractor:

TOTAL COMMUNITY MAINTENANCE, LLC

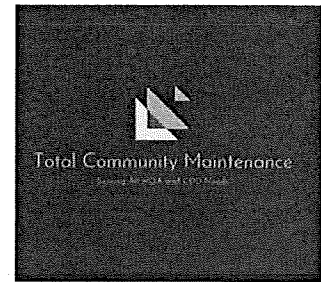
By: [Signature]

Print Name: SAM OLSEN

Its: OWNER

TOTAL COMMUNITY MAINTENANCE LLC

samogden@tcmaintenance.org
http://www.tcmaintenance.org



Estimate

ADDRESS

The Reserve At Pradera

ESTIMATE # 1252

DATE 05/15/2020

EXPIRATION DATE 05/15/2020

ACTIVITY	QTY	RATE	AMOUNT
<p>Monthly cleaning and maintenance services.</p> <p>Services</p> <p>Cleaning services are to include:</p> <p>Bathrooms: Wipe down and sanitize are toilets, urinals, and sinks. Will maintain and stock all toiletries such as toilet paper, hand towels and hand soap.</p> <p>Wipe down and sanitize drinking fountains.</p> <p>Blow off Pool deck.</p> <p>Empty all trash receptacles, and replace with new liner.</p> <p>The maintenance services are to include all common areas such as monitoring street signs and repairing should any fall over. Police community grounds for any debris and remove. Monitor and report monument flood lights for any that are not working, install and monitor pet waste stations.</p> <p>The \$400 rate is to include all materials and labor.</p>	1	400.00	400.00

Note: Services are estimated at \$34 per hour at 3 hours per week. In the event of unforeseen circumstances such as Covid-19, in which we may be required to come to property daily, the hourly rate will decrease to \$30 per hour.

TOTAL

\$400.00

Accepted By

Accepted Date