

Contract

This Contract is made and entered into on this the 21st day of March, 2014 by and between MADISON COUNTY, MISSISSIPPI (hereinafter called the "County") and ROTOLO CONSULTANTS, INC. (hereinafter called "Contractor").

In consideration of the following mutual agreements and covenants, the parties agree as follows:

1. The Contractor is hereby granted a contract for Grass Maintenance Services at and around certain County owned or controlled buildings, and properties as detailed in the attached price schedule, a copy of which is made a part of this contract by reference. Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide said Grass Maintenance Services enumerated in said price schedule.
2. This contract will begin on the 21st day of March, 2014 and will end on the 20th day of March, 2017. Either party may cancel this contract on the yearly contract anniversary date so long as written notice of their intent to cancel is mailed, postage prepaid, to the other party at least 90 days prior to said contract anniversary date. Notice under this contract shall be sent via United States Certified Mail, Return Receipt Requested, addressed as follows:
 - (a) If to the County:
Madison County Administrator
Madison County Chancery Courthouse
146 West Center Street
Canton, Mississippi 39046
 - (b) If to the Contractor:
Rotolo Consultants, Inc.
894 Robert Boulevard
Slidell, Louisiana 70458
3. In consideration of the duties and responsibilities of the Contractor as outlined in the price schedule, a copy of which is made a part of this contract by reference, the County agrees to pay the Contractor an annual fee of \$41,010, with said annual fee to be paid in 12 monthly payments of \$3,417.50, such sum to be billable by the Contractor on the first day of each month. Payment by the County shall be made within 45 days of receipt of invoice. All past due balances are subject to a finance charge of 1.5 percent per month, which is an annual rate of 18 percent. Contractor shall not receive any price increase for the second year of this contract. For the third and last year of this contract, contractor will be entitled to a percentage price increase of the yearly fee equal to the net change in the Consumer Price Index for Urban Wage Earners for All Items – U.S. Southern Cities average for populations of less than 50,000 (published by the Bureau of Labor Statistics, U.S. Department of Labor) (the "CPI") issued most recent to the date of the beginning of the new contract year and the prior year's CPI.
4. Should the County require lawn maintenance services above the scope of this contract to be performed by Contractor, all such work shall be authorized before such work begins by written

change order(s) signed by the head of the County's Buildings and Grounds Department or the County Administrator. All change orders are subject to all provisions of this contract. Should the County require lawn maintenance services at other County buildings and or grounds that are not included in this contract, the addition of such buildings or grounds shall be at a price agreed to by the County and the Contractor in the form of a written contract addendum.

5. The Contract Documents shall include the following documents, and this Contract expressly I incorporate them herein as fully as if set forth verbatim in this contract:
- a. The Contractor's Proposal.
 - b. Certificate of Liability Insurance.
 - c. This Instrument.
 - d. Any Addenda or Changes to the forgoing documents agreed to by the parties hereto.

If any provision of the documents a,b,c or d conflict with the provisions of this Contract, the provisions hereof will prevail.

6. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Contract shall be made expect upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
7. This Contract is entered into subject to the following conditions:
- a. Throughout the term of this Contract, the Contractor shall keep in full force and effect sufficient personal injury and property liability insurance in a minimum amount of \$1,000,000. Written proof of said liability insurance shall be attached to this contract.
 - b. Neither the Contractor nor the County shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, act of God, or other similar or different contingency beyond the reasonable control of the parties.
 - c. In the event that any provision or portion of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

Both the Owner and the Contractor agree to the above contract.

Madison County, Mississippi

Rotolo Consultants, Inc.

Signature of Owner



Signature of Contractor

Printed Name

Keith Rotolo
Printed Name

Date

1-22-14
Date

Property	Cost Per Service Visit	Recommended Frequency	Estimated Annual Cost	Additional Services Provided-Beds	Additional Services Provided-Turf
Historical Courthouse	\$ 370.00	30	\$ 11,100.00	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
South Annex	\$ 160.00	30	\$ 4,800.00	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Human Services	\$ 80.00	30	\$ 2,400.00	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Youth Services Programs	\$ 80.00	30	\$ 2,400.00	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Health Dept./Elections	\$ 80.00	30	\$ 2,400.00	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Circuit Courthouse	\$ 207.00	30	\$ 6,210.00	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Justice Court	\$ 310.00	30	\$ 9,300.00	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Chancery Courthouse	\$ 80.00	30	\$ 2,400.00	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Rodger's Park	\$ 532.07	30	\$ -	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Camden Community Ctr.	\$ 144.00	30	\$ -	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Camden Library	\$ 144.00	30	\$ -	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control
Camden Fire Station	\$ 144.00	30	\$ -	Pruning of Plant Material, Annual Pre/Post Emerge weed control in all beds	Annual Post/Pre Emerge weed control

Total Annual Cost \$ 41,010.00 12

\$ 3,417.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive, Suite 200 Baton Rouge LA 70810	CONTACT NAME: Tomi Kinney PHONE (A/C, No, Ext): 225-906-1217 E-MAIL ADDRESS: Tomi_Kinney@ajg.com	FAX (A/C, No): 866-828-1408
	INSURER(S) AFFORDING COVERAGE	
INSURED Rotolo Consultants Inc dba RCI Rotolo Land, Inc. 894 Robert Rd Slidell LA 70458	INSURER A: National Fire Insurance Co of Hartford NAIC # 20478	
	INSURER B: National Trust Insurance Company NAIC # 20141	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 1577542143 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	4019472428	6/30/2013	6/30/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA0024594	6/30/2013	6/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	UMB00172361	6/30/2013	6/30/2014	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC00002222	6/30/2013	6/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	Equipment Floater			CPP0016919	6/30/2013	6/30/2014	Leased/Rented/Item	\$250,000
B	Workers Comp			WC1215642	6/30/2013	6/30/2014	Policy Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Madison County Administrator Madison County Chancery Courthouse 146 West Center Street Canton MS 39046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Rotolo Consultants Inc dba RCI	
POLICY NUMBER		Rotolo Land, Inc. 894 Robert Rd Slidell LA 70458	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Blanket Additional Insured provided if required by written contract as respect General Liability form #G140331C(10/10); Auto Liability form #CAU0710113

Blanket Waiver of Subrogation provided if required by written contract as respect General Liability, Auto Liability and Workers' Compensation.

Coverage is Primary & Non-Contributory for additional insured as respect General Liability Form #G140331c(10/10) if required by written contract.

Excess/Umbrella follows form over the Workers' Compensation, General Liability and Auto Liability.

General Liability - G-15115-A(Ed. 10/89) Changes-Notice of Cancellation or Material Coverage Change - 30 Days; 10 Days Notice for Non-Payment of Premium - Blanket If Required by Contract.

Auto and WC - 30 Day Notice of Cancellation to Third Parties - IL0110709

Rented/Leased Equipment \$250,000 Per Item/\$500,000 Occurrence Aggregate

Installation/Builders Risk Floater - 6/30/13 to 6/30/14 - \$1,000,000 Limit; Policy #4019472428 - National Fire Ins. Co. of Hartford

Workers' Comp., Policy #WC1215642 - Tennessee/Alabama

Limits: \$1,000,000/\$1,000,000/\$1,000,000

Louisiana WC Limits: \$1,000,000/\$1,000,000/\$1,000,000

Professional Liability - 6/30/13-14; Policy #CPL6765390614; Carrier-Catlin Specialty Ins. Co. - Each Claim \$1,000,000/\$2,000,000 Aggregate; Includes Pollution Liability - \$1,000,000 Per Claim/\$2,000,000 Aggregate