

## MEMORANDUM

DATE: January 26, 2023

TO: \*\*\*\*ORIGINAL\*\*\*\*  
CITY CLERK

FROM: Anibal Barreto  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20210038R2  
CONTRACT TITLE: Chemicals, Fertilizer, & IPM Services on Roadways  
& Medians

VENDOR NAME: Brightview Landscape Services Inc.  
VENDOR ADDRESS: 3340 SE Dixie Hwy  
CITY & STATE: Stuart, FL 34997

APPROVED BY COUNCIL: January 23, 2023  
7f)- Award Contract #20210038R2 for Chemicals, Fertilizer, & IPM Services on  
Roadways & Medians with Brightview Landscape Services, Inc.

CONTRACT TERM: March 1, 2023, through March 1, 2026 (3-year period),  
with the option to renew for two (2) additional, two (2) year option(s) to renew.

Please see the attached for (1) original contract for your records

Thank you.



Port St. Lucie, FL 34984  
Tel: 772-344-4229/ Fax: 772-871-7337  
E-mail: [ABarreto@cityofpsl.com](mailto:ABarreto@cityofpsl.com)

City Project Manager: John Dunton, Project Manager  
Public Works Department  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
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### **SECTION III**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the BID Specifications #20210038R2, **Application of Chemicals, Fertilizer, & IPM Services on Roadways & Medians** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

#### **SCOPE OF WORK**

The Contractor shall perform work in accordance with the contract per each location and will be responsible to furnish all labor, materials, equipment, transportation, and supervision.

**Condition Survey of Lawn and Turf** – Prior to the commencement of the term of the agreement, authorized representatives of the Contractor and the City shall perform a comprehensive survey of all lawn, turf, and exterior plantings at each of the designated areas of the City covered by the agreement to establish the condition of such exterior plantings on the commencement of the agreement. The Contractor shall prepare, and the City shall sign a report of this condition survey, which shall describe the condition and location of all unhealthy lawn, turf or plantings.

All applicators must have their pesticide license or certification with them at all times when applying any product.

Proper Pest Control Operator (PCO) license is required. Endorsements are required as listed below:

- Ornamental and Turf Applications

Best Management Practices (BMP) license is required or received within six (6) months of execution of contract.

**Locations:** Please note: Locations and Specific Duties are divided into three (3) sections, with each requiring different levels of service. Please note that there are an estimated 21,000 trees and 41 acres of shrubbery in section 2.

#### **SECTION 1 PARKS & REC DEPARTMENT**

- **City Hall Complex-** 121 SW Port St. Lucie Blvd.
- **Community Center-** 2195 SE Airoso Blvd.

- **Mary Ann Cernuto Park**- 2060 SE Grand Drive
- **Botanical Gardens and Entrance** 2410 SE Westmoreland Blvd.

**Specific Duties for Section 1 Locations:**

1. **Fertilization of St Augustine** eight (8) applications per year.
  - Granular applications will be four (4) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of (one) 1 lb. per 1,000 square feet.
  - Foliar (liquid) turf applications will be four (4) times per year.
    - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.
2. **Fertilization of Bahia Turf** two (2) applications per year.
  - A 50% slow-release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb. of N per 1,000 square feet.
3. **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.
4. **Integrated Pest Management** will be two (2) times monthly and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports per site will be submitted to the contract supervisor at the end of each month. Treatments to existing problem areas will be done in cooperation with the Parks and Recreation Department Inspector authorization.
5. **Fire Ant Control** - as manufacturer directs to control Fire ants all year long.

**Locations and Services Required-(PTS) Plants, Trees, Shrubs (RROW) Road Right of Way**

**SECTION 2 PUBLIC WORKS DEPARTMENT**

- **Crosstown Parkway Right-of-Ways**- Village Parkway to US1 including on/off ramps and bridge slopes at I-95 and bridge slopes at Florida Turnpike, Right of Way to Right of Way.
- **Pond Areas (12 Ponds):**
  - Southeast corner of Crosstown Parkway at the I-95 bridge.
  - Janette Avenue and West of Congo.
  - Janette Avenue and East of Congo.
  - Janette Avenue @ Avila Street and North of Janette Avenue.
  - Janette Avenue @ Avila Street and South of Janette Avenue.
  - Southwest corner of Crosstown Parkway at the Turnpike Bridge.
  - Northeast corner of Crosstown Parkway and Bayshore Boulevard.
  - Southeast corner of Crosstown Parkway and Bayshore Boulevard.
  - Southeast corner of Crosstown Parkway and Hibiscus Street.

- South of Crosstown Parkway and North of Fairway Avenue @ Irving Street.
- Southeast corner of Crosstown Parkway and Floresta Drive.
- Huffman Road and East of US 1.
- **Intersecting Streets Right-of-Ways:**
  - Juliet Avenue - Salvaterra Avenue to the east end of Juliet Avenue.
  - California Boulevard - North and South rights-of-way and medians to the end of medians.
  - Cashmere Boulevard - North and South rights-of-way and medians to the end of medians.
  - Cameo Boulevard – North and South concrete medians only.
  - Cameo Boulevard Storage Areas (North Area & South Area) – East of Cameo Blvd.
  - Cameo Boulevard Right-of-Ways - North and East rights-of-way to end of paved road and North Right-of-Way on Crosstown Parkway to the Florida Turnpike Bridge.
  - Sandia Drive - North and South rights-of-way and medians to the end of the medians.
  - Coral Reef Street – Coral Reef Pineapple Park.
- **Nearby Properties:**
  - Janette Avenue Vacant Parcel – North of Janette Avenue and West of Cameo Boulevard.
  - Janette Avenue Vacant Parcel - Janette Avenue @ Althea Street.
  - Janette Avenue Vacant Parcel – South of Janette Avenue and West of Cameo Boulevard.
  - City of Port St Lucie Signs - Florida Turnpike Service Plaza, North and South of Crosstown Parkway Bridge, on the Florida Turnpike.
  - Dwyer Avenue Traffic Operations Facility – West of Biltmore Street and East of S Macedo Boulevard.
  - Crosstown Parkway Parcel 5 - West of Biltmore Street and East of S Macedo Boulevard and North of Crosstown Bridge.
  - Biltmore Street Traffic Compound: SW Biltmore Street at 1485, 1489, 1493, 1497.
  - Biltmore Street Vacant Parcel: West of Biltmore Street and East of S Macedo Boulevard and South of Crosstown Bridge (fenced vacant parcel).
- **Selvitz Region**
  - Selvitz Road Right-of-Ways and Median: Midway Road to Newark Lane and from Peachtree Blvd. to Alsace Avenue.
  - St. James Drive: North St Lucie sign area North of Scepter Drive to Canal (Westside of St. James Drive)
  - Selvitz Road/Bayshore Boulevard Roundabout and Right-of Ways.
  - Selvitz Road/Bayshore Boulevard Vacant Corner Parcels: NW, SE and SW Corners.
- **Green River Region**
  - Tiffany Avenue: Pump Station Site and across the street (inside and outside of fence).

- Earl Boulevard: Between Grand Drive and Berkshire Boulevard: from Edge of Pavement to Canal on North and South sides.
- Melaleuca Boulevard: Between Camden Street and Manor Avenue: From Edge of Pavement to Canal on North and South sides.
- Melaleuca Boulevard @ Lennard Road (Median Only).
- Melaleuca Boulevard: West of N Blackwell Drive: From Edge of Pavement to Canal (North and South sides).
- Green River Parkway Signs: South of Walton Road to Martin County Line (Eastside– 5 locations).
- S Blackwell Drive: Pump Station Site from Edge of Pavement to the Pump Station (inside and outside of fence).
  
- **US 1 Region**
  - US 1 (Medians Only): Huffman Road to Westmoreland Boulevard.
  - Village Green Drive Right-of-Ways and Medians: US1 to medians South of Walton Road.
  - Village Green Right-of-Ways Only: Walton Road to Tiffany Avenue from westside sidewalk to area behind eastside trees along lake, perimeter to be squared off.
  - Walton Road Right-of-Ways and Medians: US 1 to Village Green Drive.
  - Rainier Lakes Neighborhood Signs @ Rainier Road and Walton Road (2), Rainier Road and Lennard Road (2), Rushing Lane (1), Arenson Lane (1), and Belcrest Street (1).
  - Lennard Road Right-of-Ways and Medians: US 1 to Walton Road (includes area behind the tree line at NW corner @ Walton Road).
  - Jennings Road (Medians Only): US 1 to Lennard Road.
  - Tiffany Avenue Right-of-Ways and Medians: Lennard Road to US 1.
  - Longhorn Avenue Pond @ Lucca Street.
  - Hillmoor Drive Median and ROWs: From Lennard Road to Interlachen Drive (ROWs up to 12').
  - Hillmoor Drive (Concrete Median Only) @ Tiffany Avenue.
  - Hillmoor Drive and East of US 1 (North ROW Only)
  - Interlachen Drive (East ROW Only): Between Hillmoor Drive and Glen Ridge Drive (ROW up to 12').
  - Lyngate Drive Right-of-Ways and Medians: Lyngate Park to US 1 (blend into private property).
  - Veterans Memorial Parkway Right-of-Ways and Medians: Port St Lucie Boulevard to US1.
  - Highpoint Drive Right-of-Ways: Veterans Memorial Parkway to North end of Highpoint Drive (includes Northside vacant parcel).
  - Morningside Boulevard Right-of-Ways and Medians: Lyngate Drive to Club Med (except open Wilderness Area @ corner of Morningside Boulevard and Cambridge Drive).
  - Morningside Boulevard Vacant Parcel (North of 3117 Morningside Boulevard).
  - Monte Vista Pond (entire pond area).
  - Holiday Road Pond @ Morningside Blvd.
  - Westmoreland Boulevard Right-of-Ways and Medians: Port St Lucie Boulevard to Bakersfield Street (including roundabouts and entry sign @ Bakersfield Street).
  - Westmoreland Boulevard Pond (East of Botanical Garden).

- Pine Valley Street Right-of-Ways and Medians: Saints Golf Course to Club Med Entry Sign (Including vacant parcels on Eastside, North and South of Sunshine Ave).

- **Bayshore Region**

- Prima Vista Boulevard Right-of-Ways and Medians: Airoso Boulevard to Bayshore Boulevard (including NE and SE Florida Turnpike Bridge slopes).
- Bayshore Boulevard Pond: Southwest corner @ Prima Vista Boulevard (entire pond area).
- Dorchester Street Pond: Southwest corner @ Prima Vista Boulevard (entire pond area)
- Sandia Drive (Medians Only): Lakehurst Drive to Crosspoint Drive.
- Lakehurst Drive (Medians Only): Airoso Boulevard to Prineville Street.
- Floresta Drive Welcome Sign: North of Verada Avenue (Westside of Floresta Drive).
- Floresta Drive Median: South of Prima Vista Boulevard.
- Floresta Drive Welcome Sign: North of Prima Vista Boulevard (Eastside of Floresta Drive).
- Degan Drive Pond: North of Fallon Drive.
- Norcross Avenue Pond: West of Forgal Street.
- Floresta Drive @ Seahouse Drive Cul-De-Sacs: East and West of Floresta Drive (landscaped islands).
- Floresta Drive @ Whitmore Drive Cul-De-Sacs: East and West of Floresta Drive (landscaped islands).
- Port St. Lucie Boulevard @ Floresta Drive Vacant Parcels: NE, NW, SW Corners.
- Port St. Boulevard Right-of-Ways and Medians: Tunis Drive to US 1 (includes Florida Turnpike Bridge Slopes and swipe behind sidewalks at the Twin Bridges).
- Port St. Lucie Boulevard @ Stargrass Street Dead End (entire turnout area).
- Yale Street Medians: Port St Lucie Boulevard (1) and Darwin Boulevard (2).
- Essex Drive Pond: West of Floresta Drive.
- Seafury Lane Pond: North of Port St Lucie Boulevard.
- Delano Road Ponds and Canal: North of Port St Lucie Boulevard (Canal) and South of Port St Lucie Boulevard on Bowen Way (Ponds).
- Bayshore Boulevard Right-of-Ways and Medians: Glenwood Drive to Prima Vista Boulevard (includes Right-of-Way and Median North of Prima Vista to the end of westside curb).
- Burman Lane Pond: North of Crescent Avenue.
- Voltair Terrace Pond: East of Bayshore Boulevard.
- Dwyer Avenue Pond: East of Bayshore Boulevard.
- Airoso Boulevard Right-of-Ways and Medians: Port St Lucie Boulevard to St. James Drive.
- Aires Lane Pond: North of Thornhill Drive.
- Whitmore Drive Pond: South of Whitmore Drive.
- Ray Avenue Pond: North of Ray Avenue.
- Fatima Pond: North of Fatima Terrace.
- Sagamore Terrace Pond: North of Sagamore Terrace.
- St. James Pond: Southeast corner of St. James Drive and Airoso Blvd.
- Bayshore Boulevard Park and Ride.

- Public Works Compound @ Thornhill Drive (entire area including fence line perimeter).
- Southbend Boulevard Newspaper Vending Area.
- Southbend Boulevard/Oakridge Street Roundabout (SE and SW corners).
  
- **St. Lucie West Region:**
  - St. Lucie West Boulevard Right-of-Ways and Medians: From I-95 Eastside of On/Off ramps @ Traffic Signal to Bayshore Boulevard (includes NW and SW Florida Turnpike Bridge slopes).
  - St. Lucie West Boulevard: Northeast Corner of Bethany Drive (includes landscaped area).
  - Cashmere Boulevard Right-of-Ways and Medians: North and South of St Lucie West Boulevard to end of medians.
  - Cashmere Boulevard Right-of-Way Only: North of St Lucie West Boulevard and Eastside of Cashmere Blvd from Renaissance Charter School to Westgate K-8 School.
  - Cashmere Boulevard Roundabout NW area @ Peacock Boulevard (includes Keep PSL Beautiful Sign).
  - California Boulevard Right-of-Ways and Medians: North and South of St Lucie West Boulevard to end of medians.
  - Peacock Boulevard Right-of-Ways and Medians: St. Lucie West Boulevard to University Drive.
  - Business Center Drive (Median Only): West of Peacock Boulevard.
  - Heatherwood Boulevard (Medians Only): West of Cashmere Boulevard to end of medians.
  - St. Lucie Roundabouts:**
    - California Boulevard & Peacock Boulevard Roundabout and Right-of-Ways.
    - California Boulevard & University Boulevard Roundabout and Right-of-Ways.
    - California Boulevard & Country Club Drive Roundabout and Right-of-Ways.
    - California Boulevard & Torino Parkway Roundabout and Right-of-Ways.
    - Cashmere Boulevard & Torino Parkway Roundabout and Right-of-Ways.
    - Cashmere Boulevard & Peacock Boulevard Roundabout and Right-of-Ways.
  
- **LTC Industrial Park**
  - LTC Parkway Right-of-Ways: Midway Road to Glades Cutoff Road.
  - Delcris Drive Right-of-Ways and Median: Glades Cutoff Road to LTC Parkway. Oak Trees only.
  
- **GO Team Industrial Park**
  - Commerce Center Parkway (Medians Only): East of Glades Cutoff Road.
  
- **Southern Grove Region**
  - Tradition Parkway Right-of-Ways and Median: I-95 to Westside of On/Off Ramps (includes On/Off Ramps and Right-of-Ways).
  - Village Parkway Right-of-Ways and Medians: Tradition Parkway to Becker Road (from 6' behind East Sidewalk to 6' behind West Sidewalk).
  - Village Parkway Right-of-Ways Only: Tradition Parkway to Becker Road (from 6' Beyond Back of East and West Sidewalks (to fence lines)

- Discovery Way Right-of-Ways and Medians: Community Boulevard to Innovation Way.
- Mackie Boulevard and Trade Center Drive (Loop Road) Right-of-Ways – East of Village Parkway and South of Discovery Way.
- **Gatlin Region**
  - Gatlin Boulevard Right-of-Ways and Medians: I-95 to Port St Lucie Boulevard (Including Eastside On/Off Ramps and Right-of-Ways).
  - Gatlin Boulevard Uplands South Side: Rosser Boulevard to Savona Boulevard (From roadway to south end of Right-of-Way).
  - Import Drive Pond: West of Import Drive.
  - Dallas Street Pond: North of Gatlin Boulevard and West of Dallas Street.
  - Rosser Boulevard Right-of-Ways and Medians – Gatlin Boulevard to Apricot Road.
  - Rosser Road Right-of-Ways: Paar Drive Curve (includes North and South Slope Areas).
  - Savona Boulevard/Abingdon Drive Roundabout.
  - Savona Boulevard/Abingdon Drive Vacant Parcels: NE, NW and SE corners.
- **Tulip/Darwin Region**
  - Tulip Boulevard: Behind Sidewalk, Landscape Beds, and Tree Line: Hale Street to Horseshoe Canal and North of Tulip Boulevard.
  - Darwin Boulevard/Tulip Boulevard/Belmont Circle Greenbelt/pond Landscape Beds.
  - Landale Boulevard Right-of-Ways and Medians: Darwin Boulevard to Bridgeport Drive
  - Landale Boulevard Tree Line/Beds Around Ponds: Darwin Boulevard to Bridgeport Drive.
  - Darwin Boulevard: From Sidewalk to Pond, from Tulip Boulevard to West end of Pond, West of Landale Boulevard.
  - Darwin Boulevard: From Sidewalk to Pond, from Belmont Circle (West) to West end of Pond.
  - Belmont Circle (West) Right-of-Ways: Darwin Boulevard to Bridgeport Drive behind Tree Line/Beds along Pond (Westside) and along Canal (Eastside).
  - Belmont Circle (East) Right-of-Way: Tulip Boulevard to Bridgeport Drive (East and West sides).
  - Bridgeport Drive Right-of-Ways: Landale Boulevard to East of Ronlea Court (North and South sides including behind tree line around South Pond and around entire North pond).
- **Becker Region**
  - Becker Road Right-of-Ways and Medians: West of Village Parkway to East of Via Tesoro (up to the new median improvement).
  - Becker Road Tract: Southside of Becker Road from Eagle Street and west of Hallmark Street.
  - Port St. Lucie Boulevard Right-of-Ways and Median: Becker Road South to SFWMD Right-of-Way (including landscaped beds East and West of Port St. Lucie Boulevard).

- Port St. Lucie Boulevard Right-of-Ways and Median: Becker Road North to Yamata Drive.
  - Babylon Street Ponds (2), North and South of Becker Road – West of Babylon Street.
  - Eagle Street Pond: South of Becker Road - East of Eagle Street.
  - Hallmark Street Ponds (2): South of Becker Road – East of Hallmark Street.
  - Lackawanna Street Pond: South of Becker Road – East of Lackawanna Street.
  - Savona Boulevard Pond: South of Becker Road – South of Edinburgh Drive.
  - Rolfe Street Pond: South of Gatlin Blvd – West of Rolfe Street.
  - Port St. Lucie Boulevard Pond: South of Becker Road – West of Port St. Lucie Boulevard.
  - S Quick Circle Pond: South of Becker Road – West of S Quick Circle.
  - Bradbury Street Pond: North of Becker Road –East of Bradbury Street.
  - Kestor Drive Pond: South of Becker Road – West of Sea Lion Road.
  - Vacant Parcels (2) – North of Becker Road– Between Babylon Street and Cacao Street.
  - Southbend Boulevard Median and Westside Right-of-Way (Curb to Sidewalk): North of Becker Road to Rio Angelica (@ Southbend S-Curve)
  - Becker Road Sign: Becker Road – West of Gilson Road (Northside).
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- PW Stormwater/Drainage Areas (WMT 1, WMT 2 and Drainage Right-of-Way)
  - PSL Police Department Lot #23
  - PW Lot #24
  - All Turf and plantings within the entire Roadway network

**SECTION 3–Mid Florida EVENT CENTER**

- MID Florida Properties: 7,12,13,14,15,16, 17, 18, 19, 22, 31, 34, 37 Map (Attachment D)

**Specific Duties for Section 2 and Section 3:**

1. **Fertilization of St Augustine** six (6) applications per year.
  - Granular applications will be two (2) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of 1.5 lbs. per 1,000 square feet.
  - Foliar (liquid) turf applications will be four (4) times per year.
    - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.
2. **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package. St. Augustine 24-0-11 slow release, for shrubs/hardwoods 10-0-12, palms, Lesco 8-2-12. All 60% slow-release nitrogen.
3. **Integrated Pest Management** will be one (1) time per month and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports (City to supply sample of) per site will be submitted to the contract supervisor at the end of

each month. Treatments to existing problem areas will be done in cooperation with the Department Inspector's authorization. Pesticide and fertilizer quantities used will be included by sight in the monthly report by application date.

4. **Fire Ant Control** - as manufacturer directs to control Fire ants as needed during each service, except for Schedule 2 N/A.

**All hardscape, sidewalk, and curbing must be blown off, as to remove all granular fertilizer from causing possible staining and/or safety issues.**

**Note:** All fertilizer applications must adhere to BMP (Best Management Practices) as out-lined DEP manual for the Green Industry (see City Ordinance 14-10).

Conformation of Materials and Procedures - The materials and procedures utilized shall conform to applicable Federal, State and Local laws, ordinances and regulations.

Precautions – The Contractor shall take all necessary precautions to avoid injury and/or contamination of persons and domestic animals. Precautions shall also be taken to avoid property damage.

Materials/chemicals - Materials utilized shall not stain, discolor, or in any way be detrimental to the surface to which they are applied.

## I. Description of Required Services

### a. Application of Herbicides and Pesticides Services

- i. Before any herbicide or pesticide is used on any City landscaped site, it must be pre-approved for use by the City Project Manager or their designee. Contractor must provide the City with updated listing of all chemicals and copies of Material Data Safety Sheets (MSDS) or Safety Data Sheets (SOS).
- ii. Any time that herbicides or pesticides are being applied, the Contractor must at all times employ and have on-site an employee who has a valid State of Florida pesticide license to perform and/or supervise the application of chemicals. Proper notifier signage must be placed in sprayed areas prior to application to notify about upcoming application and also prior to leaving site after application. Signage must have essential Contractor contact info and spray ingredients listed on it.
- iii. Herbicides and pesticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to each job site in the manufacture's original container, or appropriate and properly labeled secondary container. All shall be environmentally safe and comply with all federal, state and local environmental regulations, polices and statutes.
- iv. Herbicide is only to be applied along exterior bed lines and impervious surfaces and in accordance with manufacturer recommendations. Herbicides applied shall have indicator dye only in pervious locations to manage drift control during the application. Impervious surfaces shall not be sprayed using indicator dye.
- v. No herbicide is to be applied at, near or along any drainage inlets, pipes or grates.
- vi. A hood covering the herbicide applicator wand must be used. Contractor shall take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rainstorms that may allow herbicide spray native or off target species. Pre-emergent and selective herbicides are recommended.
- vii. Certain vegetation may not receive pre-emergent applications to avoid

- damage.
- viii. Herbicides shall not be used in areas where their use will cause or promote erosion, i.e. a fence/wall line or near a body of body of water.
- ix. The use of an herbicide to edge areas is prohibited. Herbicide applications: All referenced above is not applicable to Areas 2, 4 and 5 except for selective St. Augustine applications.

## II. Traffic

- a. At a minimum, abide by the *Manual of Uniform Traffic Control Devices* (MUTCD), current edition, for traffic control guidance.
- b. Any signs used must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Contractor must equip all signs with flags.
- c. If for any reason that any equipment should be in the traveling lane, a shadow vehicle with crash attenuator shall be used.
- d. Operations may be restricted when, in the opinion of the City Project Manager or their designee, the continuance of the work would seriously hinder traffic or is unsafe.
- e. Move equipment or materials on or across the traveled way in a safe manner which will not unduly interfere with traffic. There shall be no reduction in the total number of available traveling lanes. Contractor must schedule and arrange the work to ensure the least inconvenience and the utmost safety to both motorist and pedestrian traffic.

## III. Contractor Personnel

- a. General Conduct
  - i. The Contractor shall not commit or permit any reckless or dangerous conduct on City property at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- b. Attire and Manner
  - i. Contractor employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the entity and its operations, and conduct themselves in a high standard that is acceptable to the City. Contractor employees engaged in the course of work shall be dressed appropriately and be clean in appearance, readily identifiable to all City employees and the public. No shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited.
- a. Staffing Requirement
  - i. Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Contractor shall act as an Independent Contractor, and not an agent of the City in all aspects of any management and operational duties.
  - ii. Contractor shall employ a sufficient number of personnel so that all levels of service are not adversely affected. Contractor warrants that all persons assigned to perform Services under this Contract are lawful employees of Contractor. Contractor is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City. All persons

assigned to perform Services under this Contract shall be qualified and legally authorized to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

b. Assigned Staff

i. Supervisor (s)

1. Have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed. The Supervisor/Foreman must be able to speak and write proficiently in English.
2. The Contractor must provide the name, contact information, and sector assignment for each Supervisor/Foreman(s).
3. This Supervisor/Foreman should be in a separate support vehicle such as a pickup or service truck, whose duties are strictly supervisory.
4. The Supervisor/Foreman shall have a functional smart phone with voice messaging, texting, and email capability, on his or her person during duty hours. Wireless service shall be functional throughout.
5. The Supervisor/Foreman shall return all City phones or emails within twenty-four (24) hours.
6. If a Contractor is awarded more than one sector, the Contractor must supply a Supervisor/Foreman for each additional sector.

c. Equipment Requirements

1. All equipment contemplated for use shall be subject to inspection and acceptance for mechanical worthiness and appropriateness for the work intended by the City Project Manager or their designee.
2. City decisions relevant to mechanical worthiness and appropriateness shall be final.
3. All vehicles intended for use shall have appropriate traffic control safety devices

#### **SECTION IV** **TIME OF PERFORMANCE**

**To Be Determined (TBD) by Solicitation Documentation and Negotiations between City and awarded Contractor(s)**

The Contract period will start on **March 1, 2023** and will extend for three (3) year ending on **March 1, 2026**. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

## **SECTION V** **RENEWAL OPTION**

The initial term of the contract(s) is for three (3) calendar year(s) from the start date of the contract(s). The City shall have two (2) additional, two (2) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this contract states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

**NOTE: For issuance of either of the renewals set forth herein, Contractor shall submit a request in writing no more than 120 days nor less than 90 days prior to termination of the initial contract period (for the first renewal) or the renewed contract period(s).**

## **SECTION VI** **COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" included herein, for a total amount of **\$187,168.18**. Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: [APNOTIFICATIONS@CITYOFPSL.COM](mailto:APNOTIFICATIONS@CITYOFPSL.COM) and the assigned Project Manager for this Contract.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes. Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this contracts.

### **SECTION VII** **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

### **SECTION VIII** **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

### **SECTION IX** **INDEMNIFICATION/HOLD HARMLESS**

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of

such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

#### **SECTION X** **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

#### **SECTION XI** **INSURANCE**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, ~~any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.~~

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include Contract #20210038R2 Application of Chemicals, Fertilizer, & IPM Services on Roadways & Medians.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent Contractors and sub-Contractor comply with the same insurance requirements referenced herein. It will be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subcontractors listing the City as an Additional Insured without the language when required by written contract. If consultant, independent consultant or subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by consultant/independent consultant/subconsultant.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

## SECTION XII ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City,

is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

**SECTION XIII**  
**PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Sub-Contractor supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION XIV**  
**COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and Sub-Contractor, shall comply with § 119.0701, Fla. Stat. The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

**RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
[pr@cityofpsl.com](mailto:pr@cityofpsl.com)**

**SECTION XV  
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, the Contractor shall remove all Contractor's equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

## **SECTION XVI INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after seventy-two (72) hours of written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**Contract Performance-** It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to: (a) Failure to resolve complaints within twenty-four (24) hour period. (b) Failure to provide safe equipment. (c) Failure to provide required documentation in a timely and accurate manner. (d) Failure to report damage to irrigation system(s). (e) Failure to report property damage or personal injury. (f) Failure to remove all trash from site(s). (g) Failure to perform scheduled service. (h) Landscape employees not adhering to uniform/protective clothing requirements. For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within 72 hours after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final. Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest. **INVOICING:** Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month.

\*DEDUCTIONS will occur if areas are not completed upon inspection and Invoice has been submitted.

**Authority** - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

**Notification** – The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

**Defective Work** - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

**Repair or Replacement** - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

## **SECTION XVII** **SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes [https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Globa I Governance Mandates and Florida%20Statutes 2019 01 29.pdf?ver=2019-01-29-130006-790](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Globa%20Governance%20Mandates%20and%20Florida%20Statutes%202019%2001%2029.pdf?ver=2019-01-29-130006-790).

**SECTION XVIII**  
**CONTRACT ADMINISTRATION**

**Amendments.** The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

**Fiscal Year-** All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1<sup>st</sup> through September 30<sup>th</sup>.

**Integration of Terms.** This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

**Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**Notice(s).** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposit
- III. ed in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

**Performance by Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

**Permits, Licenses, and Certifications.** The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

**Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the Services provided in connection with the Contract.

**Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

**Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a contract amendment.

## **SECTION XIX** **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**City's Public Relations Image.** – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

**Contractual Relations.** - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

**Cooperative Purchasing Agreement.** - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

**Dress Code.** – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

**Patent Fees, Royalties, and Licenses.** – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

**Permits.** - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

**Standard Production Items.** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

## **SECTION XX** **ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

## **SECTION XXI** **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

**Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;

- VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

**Notice of Default.** If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed; and/or
- IV. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

**Termination for Convenience.** The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

**Termination for Non-Appropriation.** The City is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

**Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred(\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

## **SECTION XXII** **LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**SECTION XXIII  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXIV  
CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

**SECTION XXV  
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT**

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

**SECTION XXVI  
PROHIBITION AGAINST CONTINGENT FEES**

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION XXVII**  
**ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXVIII**  
**CODE OF ETHICS**

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

**SECTION XXIX**  
**POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXX**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXXI**  
**AUDITS**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

**SECTION XXXII**  
**ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

***(Balance of page left intentionally blank)***

Application of Chemicals Fertilizer & IPM Services on Roadways & Medians

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written

CITY OF PORT ST LUCIE FLORIDA )  
By Caroline Singer Purchasing Agent )  
CONTRACTOR )  
Darren McDonough Authorized Representative )

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA )  
 ) ss  
COUNTY OF Indian River )

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization, this 25 day of January, 2023, by Darren McDonough who is  personally known to me, or who has [ ] produced the following identification:

\_\_\_\_\_

[Signature]  
Signature of Notary Public

Alysa K. Hatfield  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires



**Schedule A**

	<b>Section 1 Parks &amp; Rec</b>	<b>Brightview</b>
<b>Line No.</b>	<b>City Hall Complex</b>	<b>Annual Amount</b>
1	Lawn Care (St Augustine)	\$ 13,464.00
2	Lawn Care (Bahia)	\$ 378.00
3	Palm, Tree and Shrubs (PTS)	\$ 442.80
4	**IPM Services	\$ 6,921.12
	<b>St Augustine 4 Granular/4 Foliar</b>	<b>\$ 21,205.92</b>
<b>Line No.</b>	<b>Community Center</b>	<b>Annual Amount</b>
5	Lawn Care (St Augustine)	\$ 2,217.60
6	Palm, Tree and Shrubs (PTS)	\$ 368.80
7	**IPM Services	\$ 1,290.72
	<b>St Augustine 4 Granular/4 Foliar</b>	<b>\$ 3,877.12</b>
<b>Line No.</b>	<b>Mary Ann Cerruto Park</b>	<b>Annual Amount</b>
12	Lawn Care (St Augustine)	1231.2
13	Lawn Care (Bahia)	\$ 1,350.00
14	Palm, Tree and Shrubs (PTS)	\$ 496.80
15	**IPM Services	\$ 215.28
	<b>St. Augustine 2 Granular 4 foliar</b>	<b>\$ 3,293.28</b>
<b>Line No.</b>	<b>Botanical Gardens &amp; Main Entrance</b>	<b>Annual Amount</b>
18	Lawn Care (St Augustine)	\$ 4,788.00
19	Lawn Care (Bahia)	\$ 3,308.40
20	Palm, Tree and Shrubs (PTS)	\$ 494.10
21	**IPM Services	\$ 8,150.40
	<b>St Augustine 4 Granular/4 Foliar</b>	<b>\$ 16,740.90</b>
<b>Line No.</b>	<b>Section 2 Public Works</b>	<b>Annual Amount</b>
8	St Augustine Sites	\$ 58,498.20
9	Plant Beds with shrubs	\$ 54,000.00
10	Palms and Trees	\$ 635.40
11	**IPM Services	\$ 25,890.72
	<b>St. Augustine 2 Granular 4 foliar</b>	<b>Total \$139,024.32</b>
<b>Line No.</b>	<b>SECTION 3–Mid Florida EVENT CENTER</b>	<b>Annual Amount</b>
12	PSL Lots 7,12,13,14,16, 17, 18, 22, 31, 34	\$ 1,965.74

Application of Chemicals, Fertilizer & IPM Services on Roadways & Medians

13	Event Center Building Porperty ( Lot #37)	\$	224.00
14	Stage/ Fountain area (Lot #15)	\$	60.00
15	Garage Perimeter (Lot #19)	\$	87.40
16	Palm, Tree and Shrubs (PTS)	\$	41.20
17	**IPM Services	\$	215.28
	St Augustine 4 Granular/4 Foliar	\$	2,593.62
	Additional Work		
18	Lawn Care (St. Augustine)	\$	14.16
19	Lawn Care (Bahia)	\$	27.42
20	Palm, Tree & Shrubs (PTS)	\$	378.48
21	**IMP Services	\$	12.96
22	Fire Ant Services	\$	-
	Sub Total	\$	433.02
	Total	\$	187,168.18