

MEMORANDUM

DATE: November 27, 2019

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

FROM: Michelle Fentress
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20190076
CONTRACT TITLE: Mowing of Drainage Rights of Way, Greenbelts,
Ponds & McCarty Ranch WQR Area 1

VENDOR NAME: Nature's Keeper Inc.
VENDOR ADDRESS: 302 S. Brocksmith Road
CITY & STATE: Fort Pierce, FL 34945

APPROVED BY COUNCIL: November 25, 2019
-7.e) AWARD CONTRACT #20190076 FOR MOWING OF DRAINAGE
RIGHTS OF WAY, GREENBELTS, PONDS & MCCARTY RANCH WQR
AREA 1 TO NATURE'S KEEPER, INC.

CONTRACT TERM: 01/01/20 THROUGH 01/01/2023 (1,095) calendar days,
with two (2) additional 3-year periods.

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

**CITY OF PORT SAINT LUCIE
CONTRACT FORM #20190076**

This Contract, executed this 27th day of November, 2019, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Nature's Keeper Inc., 302 S. Brocksmith Road, Fort Pierce, FL 34945*, Telephone No. (772) 467-1230 Fax No. (772) 467-8923, hereinafter called "Contractor" or "Contractor", party of the second part.

**SECTION I
RECITALS**

WHEREAS, Contractor is a licensed *Company* doing business in Florida; and

WHEREAS, the City wishes to contract for Mowing of Drainage Rights of Way, Greenbelts, Ponds & McCarty Ranch WQR Area 1 for the City of Port Saint Lucie for the employees of the City, retirees and their dependents based on the terms and conditions contained herein; and

WHEREAS, Contractor is qualified, willing and able to provide the Scope of Services and work for vision insurance on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this contract with Contractor to perform the Work specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Project Manager: John Dunton, Project Manager
City of Port St. Lucie, Public Works
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
Telephone: 772-344-4035
Email: jdunton@cityofpsl.com

City Contract Administrator: Michelle Fentress, Procurement Agent I
City of Port St Lucie, Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5222 / Fax: 772-871-7337

Email: mfentress@cityofpsl.com

Firm/Contractor:

Stewart Feketa, Vice President
Nature's Keeper, Inc.
302 S. Brocksmitth Road
Fort Pierce, FL 34945
Telephone: 772-467-1230 / Fax: 772-467-8923
Email: stewart@natures-keeper.com

SECTION III

DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of this work includes all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, maintenance of traffic, personal safety equipment, and all other incidentals necessary to provide and perform the grass mowing services. Required: Maintenance of Traffic (MOT). Contractor shall on all vehicles either have a placard or magnetic sign identifying their company name. Contractor personnel shall be in company uniform. Work consists of cyclical side slope mowing of grassed and/or vegetated embankment areas with conventional high production style mowing equipment. Equipment shall be mechanically sound and capable of operating safely. It is the Contractor's responsibility to maintain machines in operating order and to provide an inventory of parts in sufficient quantities to minimize downtime and ensure that mowing services are performed adequately. Work shall be performed in remote and heavy vegetative areas and under extreme conditions, including but not limited to, high temperatures and humidity; and exposure or close proximity to stinging/biting insects, snakes, and alligators. The Contractor shall at no time hunt, fish, approach, attack, harm, harass, handle, or remove any animal or plant species from City property.

- A. **Mowing** – Mowing will consist of all areas within a specified canal, pond, and or ditch area to the existing water line. Areas to be mowed will include, but are not limited to, canal/pond/ditch banks, inclines, slopes, and dry canal/ditch bottoms. The turf shall be cut to four (4) inches, plus or minus (1) inch high. When possible, cut emergent vegetation to the water line. Excessive clumping may need to be graded or mowed over until level. This will be at the discretion of the Project Manager or on-site inspector.

Slope Mowing is generally limited to slopes greater or steeper than three-to-one (3:1) and are relatively inaccessible to the use of conventional mowing equipment (e.g., steep slopes, retention pond banks and shores, canal banks, etc).

Mowing the difficult areas and sloped areas may require the use of specialized equipment. The mowing areas are the entire water drainage area, including the top of the slope to the water's edge, or where there is no water in the entire ditch, pond, or basin.

Mowing work will be along the established mowing contours as designated. Slope mowing will incorporate the use of string trimmers, weed saws, and bush blades to protect the integrity of the slope and prevent damage to the turf. All cuttings, debris caused from maintenance, trash, limbs, litter, tires, and all foreign objects shall be collected and removed from the site by the Contractor on dry land. This will provide proper flow of storm water drainage. **Cuttings shall be directed away from waterways, ditches, roads, etc.**

All cutting will be performed in such a manner to produce a stand or mowed grass or vegetation uniformly with no streaks or scalping. In the event the Contractor damages the turf, he/she will be responsible for restoring it to its original condition and/or replacement thereof, prior to the end of the cycle with sod, watering until established and graded.

- B. **Mulching** – Mulching will consist of a forestry unit that can mulch down mostly Brazilian Pepper Trees. This will be on an “as needed” basis.

Service Area #1 (McCarty Ranch WQR Area 1) – The work includes areas as shown on Attachment A:

- McCarty Ranch Areas can be accessed from Range Line Road which is highlighted in yellow on Attachment A. Two of the areas (approximately 95 acres) are just south of Vulcan Materials Company off of Range Line Road and the second area (approximately 20 acres) is located west of Southern Fruit Groves Airport and from Kennedy Grove to the Rights of Way/Greenbelt contract.

***NOTE:** Mowing services for Service Area #1 shall consist of six (6) cycles per year. The frequency of the mowing services shall be as provided in the cost proposal. The service area is approximately 115 acres. Split of the difference applications drainage Rights of way vs. greenbelts include acreage and number of applications. Six (6) for drainage and eight (8) for greenbelt.

Service Area #2 (City of Port St. Lucie) – The work includes areas as shown on Attachment B:

- City of Port St. Lucie mowing is for various locations throughout the city.
 - Section #1 D-10 to Lakehurst (D-10A)
 - Section #2 Eyerly to Preston (D-10)
Airoso to D-20 (D-10)
D-10 to Evergreen (D-10B)
Ocean to D-20 (D-11)
D-11 to D-12 (D-16)
Eyerly to Elkcarn (D-20)
 - Section #3 Coral Reef to Bay Harbor (D-11)
Bay Harbor to Floresta (D-11)
Floresta to Preston (D-11)
Preston to Ocean (D-11)
Vine to Crowberry (D-12)
Vine to Floresta (D-12)
Floresta to Preston (D-12)
Preston to Ocean (D-12)
Ocean to Manth (D-12)
Coral Reef to Bay Harbor (D-13)
Bay Harbor to Floresta (D-13)
Floresta to Preston (D-13)

- Preston to D-12 (D-13)
- Section #10 Turn to Voltair (D-14)
 - Section #4 Airoso to Heather (D-10)
D-10 to Grove (D-10-1)
Carter to Ray (D-10-2)
Ray to D-10 (D-10-2)
W. Virginia to Elkcam (D-10-3)
D-10-2 to D-10-3 (D-10-4)
Lakehurst to Heather (D-9)
 - Section #5 Monterey WW to PSL Blvd (E-1)
C-24 to PSL Blvd (E-27)
Monterray WW
 - Section #6 Floresta to D-8 (D-10)
D-5 to Floresta
Preston to Floresta (D-10)
 - Section #7 E-12 to Rosser (E-11)
Rosser to Tract A (E-11)
E-55 to Crawford (E-12)
E-12 to Rosser (E-53)
Rosser to E-56 (E-53)
E-55 to Dreyfus
E-56 to Rosser (E-55)
E-53 to E-55 (E-56)
E-22 to End (E-19)
 - Section #8 Beginning to E-19 (E-20)
Beginning to E-19 (E-21)
Beginning to E-19 (E-22)
California to E-3-D (E-3)
E-3-D to E-3-C (E-3)
E-3-C to E-3-B (E-3)
Beginning to E-3-B (E-3-A)
Del Rio to California (E-3-B)
California to E-3 (E-3-C)
Beginning to E-3-D (E-3-D)
 - Section #9 Port St Lucie Blvd to Cashmere (E-19)
E-19 to Dove (E-23)
E-19 to Cameo (E-24)
E-19 to Del Rio (E-25)
E-19 to Del Rio (E-26)
Port St Lucie Blvd to Sec. Break (E-27)

- E-27 to Cameo (E-28)
 - E-19 (Monterray) to Del Rio (E-4)
- Section #10
 - Crowberry to Clearmont (D-14)
 - Clearmont to Floresta (D-14)
 - Floresta to Turn (D-14)
 - Lansdown to Thornhill (D-15)
 - Thornhill to Streamlet (D-15)
 - Streamlet to Polynesian (D-15)
 - Polynesian to Seahouse (D-15)
 - Manth to Fairfield (D-21)
 - Floresta to Benedictine (D-21)
 - Benedictine to Crowberry (D-21)
- Section #11
 - E-2-B to End (E-2-A)
 - E-2-B-N to Del Rio (E-2-B)
 - E-2-B-E to End (E-2-B-N)
 - C-24 to E-2-B-E (E-2-B-S)
 - E-2-C-E to Del Rio (E-2-C)
 - Ruiz to E-2-C (E-2-C-E)
 - Erie to E-2-B-N (E-2-C-E)
 - C-24 to E-2-C-E (E-2-C-S)
 - E-2-C-E to Erie (E-2-C-W)
 - Trapp to Pamona (E-2-D)
 - E-2-D-S to Ruiz (E-2-D-E)
 - C-24 to Trapp (E-2-D-S)
 - Pamona to Lexington (E-3-W)
- Section #12
 - E-4 to California (E-3)
 - E-3-N to End (E-3-E)
 - California to E-3-E (E-3-NJ)
 - Del Rio to E-3 (E-4)
 - E-3 to Woodbridge (E-4)
 - E-4 to California (E-4-A)
 - E-3 to E.W.S.
 - E-4A
- Section #13
 - Manth to Elkcam (D-12)
 - Elkcam to D-23 (D-12)
 - Carter to Thornhill (D-1-S)
 - Elkcam to Starflower (D-16)
 - Walters to Starflower (D-16)
 - D-23 to D-1-S (D-18)
 - Elkcam to Airoso (D-19)
 - D-16 to Joy Haven (D-21)
 - Voltair to Thornhill (D-22)
 - Elkcam to Voltair (D-22)

- Elkcam to D-23 (D-23-A)
- D-19 to Thornhill (D-23)
- Thornhill to Elkcam (D-23)
- D-16 to Fallon (D-24)

- Section #14
 - E-10 to Rosser (E-5)
 - E-5 to Romono (E-50)
 - E-5 to Alesio (E-5-E)
 - E-5 to Savona (E-9)

- Section #15
 - E-5 to Alcantarra (E-10)
 - E-10 to Potts (E-10-B)
 - E-10-B to End (E-10-C)
 - E-14 to Thrift (E-13)
 - Tulip to Tunis (E-14)
 - Paar to E-84 (E-73)
 - E-14 to E-13 (E-76)
 - E-73 to McCracken (E-76)
 - E-13 to S. Globe (E-90)
 - E-13 to Tulip (E-91)

- Section #16
 - Port St. Lucie Blvd to E-10-N (E-5)
 - E-10N
 - E-5E
 - E-10

- Section #17
 - E-10 to Savona (E-10-A)
 - E-12 to End (E-58)
 - E-9 to Bargello (E-9-A)

- Section #18
 - Glenwood to Aubudon (D-1-S)
 - Aubodon to Inwood (D-1-S)
 - Inwood to Mountwell (D-1-S)
 - Essex to Port St. Lucie Blvd (D-16)
 - Chapman to Thanksgiving (D-16)
 - Thanksgiving to Elkcam (D-16)
 - Gemini to D-22 (D-19)
 - Airoso to Gemini (D-19)
 - Thornhill to Starflower (D-22)
 - Starflower to Crescent (D-22)
 - Aneci to Rich (D-25)
 - Rich to Airoso (D-25)
 - Airoso to Best (D-25)
 - Kail to Wayne (D-26)
 - Wayne to Trenton (D-26)
 - Oakridge to Fairfield (D-27)
 - Fairfield to Airview (D-27)

- Airview to Glenwood (D-27)
- Pieces to Thanksgiving (D-27)
- Thanksgiving to Port St. Lucie Blvd (D-27)
- Mountwell to Hinchman (D-28)
- Hinchman to Carpenter (D-28)
- Carpenter to Appleby (D-28)
- Vikings Landing to End (D-28)

- Section #19
 - Paar to E-58 (E-12)
 - E-53 to Zullo (E-56)
 - E-53 to Open View (E-57)
 - E-12 to Rosser (E-59)
 - E-12 to Carmody (E-60)
 - E-12 to Savona (E-61)
 - E-12 to Savona (E-64)
 - Paar to Alcantarra (E-73)
 - E-64 to South 5 Lots (E-65)
 - E-73 to Lawndale (E-74)
 - Mancuso to Alcantarra (E-75)
 - E-73 to Savona (E-78)
 - E-59, E-65 & E-61

- Section #20
 - Bellvue to Del Rio (E-2-N-E)
 - Del Rio to Bellvue (E-2-N-W)

- Section #21
 - McHole to E-76 (E-14)
 - E-73 to Port St. Lucie Blvd (E-77)
 - E-73 to McIntyre (E-80)
 - E-73 to Port St. Lucie Blvd (E-81)
 - E-81 to Paar (E-82)
 - E-13 to Port St. Lucie Blvd (E-92)
 - E-14 to Port St. Lucie Blvd (E-95)
 - E-14 to Jada (E-97)
 - E-14 to Port St. Lucie Blvd (E-98)

- Section #22
 - E-99 to Tulip (E-14)
 - E-99 to Paar (E-100)
 - E-14 to Darwin (E-88)
 - E-88 to Prater (E-89)
 - E-14 to Darwin (E-93)
 - E-93 to Prater (E-94)
 - E-14 to Paar (E-96)
 - E-14 to Darwin (E-99)

- Section #23
 - Port St. Lucie Blvd to E-48 (E-8)
 - E-8 to Aviation (E-52)
 - E-8 to Gatlin (E-80)

- E-8 to Abington (E-46)
 - E-8 to Savona (E-48)
 - E-8 to Abington (E-49)
 - E-50 to Dallas (E-51)
- Section #24 Crosspoint to D-8 (D-10-C)
Floresta to D-5 (D-8)
- Section #25 Kilpatrick to C-108 (D-1-N)
N. Macedo to D-4 (D-2)
C-108 to D-2 (D-2-A)
C-108 to D-2 (D-2-B)
D-2 to Airoso (D-3)
D-1-N to D-5 (D-4)
D-3 to D-4 (D-5)
- Section #26 Start to D-3 (D-5)
- Section #27 D-1-S to D-2 (D-17)
D-17 to D-4 (D-17-1)
Kilpatrick to Prima Vista (D-1-N)
Swan to Prima Vista (D-1-S)
D-4 to D-9 (D-2)
- Section #28 Heather to D-1-S (D-10)
Elkcam to Swan (D-1-S)
Heather to D-1-S (D-9)
Addie SLD to End (D-9-A)
D-10 to D-9 (D-9-A)
- Section #29 Seabold WW to H-2 (H-1)
Seabold WW to H-4 (H-3)
Flintlock to Tiffany (H-2)
Avalon to Durango (H-5)
Grand WW to Avalon (H-5)
H-9
Seybolt to Grand WW
Tiffany Channel
- Section #30 Gate WW to Dupont (H-6)
Mantua to End (H-7)
Seabold WW to Lucca (H-8)
Gate WW to End (H-9)
Seabold WW to Lucca (H-10)
Seabold WW to Seamist (H-11)
Leithgow to End (H-12)
Seabold WW to Calais (H-13)

Leithgow to Lily (H-14)
Seabold WW to Calais (H-34)

○ Section #31

Import to Kensington (E-8)
Kensington to E-35 (E-8)
E-46 to Import (E-8)
E-8 to Sec Break (E-35)
E-35 to Hayworth (E-38)
E-36 to End (E-39)
E-39 to End (E-40)
E-8 to End (E-41)
E-41 to End (E-42)
E-42 to End (E-43)
E-8 to End (E-44)
E-8 to End (E-45)
E-46 to End (E-47)
Tract "N" Greenbelt

○ Section #33

E-14 to Paar (E-84)
E-84 to Haas (E-102)
E-14 to Yamada (E-107)
E-69 to Calmar (E-120)
E-84 to E-98 (E-14)
E-84 to Estate (E-14)
E-84 to Tract E (E-66)
E-84 to Kopok (E-67)
E-84 to turn (E-69)
RT-Angle to Rosser (E-69)
E-69 to Rosser (E-70)
Paar to E-70 (E-71)
E-84 to Alcantara (E-73)
E-84 to Wabash (E-73)
E-73 to Savona (E-83)
E-73 to Savona (E-85)
Dateland to Yacolt (E-87)
C-23 to Becker (E-72)
C-23 to Becker (E-86)

○ Section #34

E-14 to Darwin (E-84)
E-84 to Darwin (E-108)
Kestor to E-108 (E-101)
E-108 to E-111 (E-101)
Sec Break to Leona (E-104)
E-84 to E-106 (E-105)
E-105 to E-87 (E-106)
Darwin to Kestor (E-108)
E-113 to Kestor (E-109)

- E-113 to E-17 (E-109)
- E-109 to Caisson (E-110)
- E-101 to Sea Lion (E-111)
- E-101 to West End (E-111)
- Kestor to E-17 (E-112)
- E-17 to E-109 (E-113)
- E-84 to Millard (E-115)
- E-109 to E-84 (E-17)
- E-109 to C-23 (E-17)
- E-106 to Sec Break (E-87)

- Section #35
 - Sec Break to Salvatierra (E-8)
 - E-8 to Salvatierra (E-30)
 - Start to E-30 (E-31)
 - Start to E-30 (E-32)
 - Sec Break to E-35 (E-33)
 - Tanforan to E-33 (E-35)
 - E-35 to End (E-36)
 - E-33 to Elmwood (E-37)

- Section #36
 - E-84
 - E-108

- Section #37
 - E-84 to Darwin (E-114)
 - E-5 to Hawthorne (E-115)
 - E-115 to Paar (E-115-W)

- Section #39
 - E-123 to Eagle (E-122-A)
 - E-123 to Eagle (E-122-B)
 - E-122-A to Tate (E-122-C)
 - Eagle to E-122-B (E-123)
 - E-123 to Peru (E-124)
 - E-4-A to Digby Ct. (E-125)
 - East Snow to East Snow (E-126)
 - A-22 to Turnpike (E-4A)
 - A-2 (greenbelt)
 - A-7 (greenbelt)

- Section #40
 - Calais to Gate WW (H-13)
 - Duma to Buttonwood (H-22)
 - N. Blackwell to Buccaneer (H-23)
 - Gate WW to Dranson (H-25)
 - Gate WW to Start (H-26)
 - Gate WW to Heatherwood (H-27)
 - Gate WW to Berkshire (H-28)
 - Buttonwood to Berkshire (H-29)
 - Ironton to Ironton (H-30)

Buttonwood WW to Joyner (H-31)
 Buttonwood WW to Rocksprings WW (H-32)
 Rocksprings to New Castle (H-33)
 Rocksprings to Green River Parkway (H-34)
 Blackwell WW to Summer (H-35)
 Rocksprings to Lakewood (H-36)
 Berkshire WW
 Buttonwood WW
 Gate WW
 Rocksprings WW

- Section #41
 - Diversion canal
 - E-5 to Brandon (E-116)
 - C-24 to the A-19 (
 - C-24 to Sec. Break (E-16)
 - E-18-W to Ann Arbor (E-18-E)
 - E-5 to E-18-E (E-18-N)
 - E-18-E to Cherryhill (E-18-W)
 - E-5 to Tulip (E-6-N)
 - E-5 to Tulip (E-7-N)
 - Tract A
 - Tract A (greenbelt)
 - Tract F (greenbelt)
 - Tract M (greenbelt)
 - E-8 PSL Blvd to C-24 canal
 - E-5 PSL Blvd to A-18
- Section #42
 - Belmont to Landale (E-2)
 - Landale to Tulip (E-4)
 - E-5 to Bridgeport (E-5)
 - E-5 to Belmont Cr. (Track-E-1)
 - E-3
 - E-5
- Section #43
 - All of Section 43
 - Tract C-107 & C-108 8X
 - Tract X, W, 3, Z, Y, V, T, D, H, C, B, E, A, J, K, L, N, M, P, Q
- Section #44
 - C-107 to Zenith (D-40)
 - D-41 to Zenith (D-40)
 - Sec. Break to Zenith (D-41)
 - Topaz to Sec. Break (D-42)
 - C-107 to East Torino (D-44)
 - D-42 to East Torino (D-44)
 - C-107 to F.P.L. R/W (D-45)
 - C-107 to Wolverine (D-48)
 - C-107 to Wesley (D-49)

C-107 to Sec. Break (D-50)
 D-42 to Topaz (D-51)
 C-107 to West Torino (D-52)
 D-49 to Whitecap (Bk-3034)
 Whitecap to C-107 (Tk-B)
 C-107 to East Torino (TK-C-East)
 Chesboro to C-107 (TK-C-West)
 FPL to Whitecap (Tk-F19)
 C-107 to Whitecap (Tk-F21)
 Zenith to Zenith (Tk-F2G)
 Topaz to Sec. Break (Tk-F-3)
 C-107 to West Torino (Tk-F37)
 C-107 to Topaz (Tk-F4)
 D-42 to Wolverine (Tk-F54)
 Brenda to Wolverine (Tk-F55)
 C-107 to C-107 (Tract A)
 C-107 to Akbar (Tract F-25)
 Topaz to F-2 (Tract F-3)
 C-107 to Topaz (Tract F-4)
 C-107 to East Torino (Tract W)

C-107 & C-108 canal

F-2, 4, 5, 7, 8, 9, 10, 11, 13, 15, 17, 43, 45, 44, 48, 49, 38, 37, 55,
40, 54, 28, 24

○ Section #46

Leghorn to C-106 (C-106)
 C-106 to Blanton (D-49-A)
 Hann to Cotton-Carovel (D-59)
 Hann to D-55 (D-46-A)
 C-106 to Blanton (D-46-A)
 D-56 to Start (D-55)
 C-106 to Leghorn-Carovel (D-55)
 C-106 to Hann (D-55)
 C-106 to Ketona (D-55)
 Blanton to C-106 (G-7)
 Hann to I-95 (TK-G-1)
 Blanton to C-106 (TK-G-10)
 Dowse to West Torino (TK-G-2)
 West Torino to C-106 (TK-G-5)
 Blanton to Cullon (TK-G-5)
 West Torino to Kiska (TK-G-5)
 Blanton to C-105 (TK-G-6)
 Blanton to C-106 (TK-G-8)
 Cleburn to C-106 (TRA-G-10)
 C-106 to Dana (TRA-G-13)
 C-106 to Blanton (TRA-G-5)
 C-105 to Blanton

C-105 & Jigsaw

C-105 & 106

○ Section #47

Conley to C-104 (TK-14)
 North Delwood to South Delwood (TK-18)
 C-105 to Delcris (TK-H1)
 Cotton to C-105 (TK-H2)
 South Delwood to C-104 (TK-H-22)
 Delores to C-104 (TK-H4)
 C-104 to N. Torino (TK-H5)
 N. Torino to C-104 (Track-H-5)
 C-105 to H-10 (Track J)
 C-105 to Delores (Track-H-1)
 C-104 to E. Torino (Track-H-14)
 C-104 to Conley (Track-H-15)
 Track-F to N. Delwood (Track-H-17)
 S. Delwood to N. Delwood (Track-H-18)
 C-105 to Delores (Track-H-2)
 C-104 to S. Delwood (Track-H-22)
 C-104 to Delores (Track-H-4)
 C-104 to N. Torino (Track-H-8)
 East of E. Torino to Track J
 C-104 to Boydag
 N. Torino to Branch
 C-104

○ Section #48

G-1 to Rugby (G-01)
 C-104 to Milner (G-01)
 East of Turnpike to C-104 (G-1)
 Dunn to Main TK (G-13)
 Scepter to South (G-15)
 Omega to Bengal (G-17)
 Ale Ct. to Nassau (G-18)
 Bengal to Omega (G-2)
 Mayfield to Main Track (G-2)
 Track-G-4 to Milner (G-4)
 Track-G-5 to Rugby (G-5)
 South East Corner to Rugby (G-5)
 Milner to Omega (G-5)
 G-5 to Omega (G-5)
 C-104 to Milner (TK-G-1)
 St. James to Dunn (TK-G-13)
 In Fall to Thyer Circle (TK-G-14)
 Out Fall to Thyer Circle (TK-G-14)
 Scepter to St. James (TK-G-15)
 Relief Court to Out Fall (TK-G-15)
 Tambay to Nassau (TK-G-19)

- Rugby to Selvitz (TK-G-4)
- Milner to Rugby (TK-G-5)
- Milner to Omega (TK-G-5)
- Scepter to North (Track-G-13)
- Section #49 All Aprons Tracts C, G-1, 2, 3, 4, 6, 7, 8
- Section #50 Tract G-4 & 1 vacant lots
- Section #51 All Aprons
Tract G-1, 2, 3, 5, 10
- Section #52 All Aprons
Tract G-1, 2, 3, 5, 6, 7
- Section #53 All Aprons
Tract G-1, 2, 3, 7, 14-16
- Section #62 Grand Drive to Maxim Avenue (H-24)
Green River Parkway & Blackwell Reservoir
- Section #66 D-4
- Section FP II & III Solida Cr. To The River (TK-C-1)
All of TK-C-2 (TK-C-2)
Solida Cr. to The River (TK-C-3)
FP ponds along Camelot, Solida and Cornwall
- Section Ind Park H-16 to Holbrook (H-15)
H-16 to Village Green (H-17)
- Section U-10 Pine Valley to Monte Vista (B-29) / Sunshine ditch
- Section U-11 Westmoreland to Pine Valley (B-31, 32)
- Section U-14 Gowin to Morningside (B-95-1)
Morningside to Gowin (B-95-3)
Gowin to Erwin (B-95-4)
Gowin to Erwin (B-95-7)
B-95-3 to Drayton (B-95-8)
- Section U-15 Shelter to Morningside (B-15)
Midport to Shelter (TK-A-2)
Lyngate to B-15 (B-52)
B-51, A-5, B-5

- Section U-16 & U-17 All Tracks & Greenbelts (Larose Ct.)
A-2, 3
- Section U-4 B-5 to End (B-4)
Triumph to B-6 (B-5)
B-5 to B-9 (B-6)
B-5 to Morningside (B-7)
B-6 to Port St. Lucie Blvd (B-8)
B-95 to B-13 (B-11)
B-11 to End (B-13)
B-5 to Morningside (B-15)
- Section U-5 Triumph to B-4 (B-5)
Triumph to Lake -3 (B-5)
Midport to Port St. Lucie Blvd (B-19) (inaccessible)
Port St. Lucie Blvd to Cambridge (B-19)
B-5 to End (B-2)
B-19 to Palm Beach (B-20)
Sherlock to B-22 (B-21)
B-21 to End (B-22)
B-26 to End (B-23)
B-23 to End (B-26)
B-2 to Shipping (B-3)
Lake-3 to Morningside (B-8)
B-23 to End (B-25)
Tract A
- Section U-6 Carthage to Tickridge (B-33)
Howard Creek to Port St. Lucie Blvd (B-95)
B-95 to Delano (B-95-2)
B-95 to Delano (B-95-5)
B-95 to Hamden (B-95-6)
- Section U-8 Water Plant to Pine Valley (B-29)
B-29 to Pine Valley (B-30)
Howard Creek to Westmoreland (B-31)
Howard Creek to Erwin (B-32)
Dalhart WW to Westmoreland (B-34)
Dalhart WW to Bur STA (B-40)
V Kleef WW to Bakersfield (Dal WW)
V Kleef WW to End (Far WW)
Howard Creek to End (Van KWW)

SECTION IV **TIME OF PERFORMANCE**

The Contract period shall begin on January 1, 2020, and terminate on January 1, 2023, for a total of three (3) years. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the state date identified in this Contract. In the event all work required in this contract has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in this contract has been rendered.

Written requests must be submitted to the Project Manager 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 must 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.

Hours of Service – The standard hours of work allowed in the City of Port St. Lucie are from 7:00 a.m. to dusk Monday through Friday.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 48-hour prior notice to the City, excluding emergencies. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work 24 hours per day.

SECTION V **RENEWAL OPTION**

The Contract period will be for a three (3) year period with options to renew for two (2) additional 3-year periods as appropriations allow in the budget. Renewals shall be based on mutual agreement between the City and the Contractor to provide the identical services required under this Contract as outlined in the Scope of Services and maintain the same terms, conditions, and cost structure as delineated herein. All renewals must be offered in writing at least ninety (90) days' prior to the termination of this Contract period.

NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the contract period.

SECTION VI **COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis listed on Schedule "A" in the amount of \$655,437.00.

Price Breakdown:

Unit price per acre for DROW	\$ 44.50
Unit price per acre for Greenbelt	\$ 17.75
Unit price for mulching hourly	\$125.00

Unit price for Boom mowing per hour	\$125.00
Unit price for McCarty Ranch mowing	\$ 29.00

Additional Optional Services

Weeding/String Trimming (as needed basis at an hourly rate (rate to include all equipment, i.e. trucks, trailers, small equipment, etc.):

Unit Price: \$55.00

Additional locations may be added as needed.

The Contractor must 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 as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made net forty-five (45) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager.

All invoices and correspondence relative to this Contract must contain the Purchase Order number or VISA number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number, detailed description of work performed.

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 approved by the Procurement Department Director, or her designee. Work must be changed and the contract price and completion time must 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 must be at cost. 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 BID

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids 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 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

SOVERIEGN 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 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 sovereign 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.

1. 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, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall 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.
2. 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

3. 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. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Contractors 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, said Certificate(s) 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 added to its Commercial General Liability policy and Business Auto policy. 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 #20190076 Mowing of Drainage Rights of Way, Greenbelts, Ponds & McCarty Ranch WQR Area 1 shall be listed as additionally insured."** The Policy 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. 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 endorsements shall be attached to the Certificate of Insurance. All independent Contractors and Sub-Contractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

4. 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 shall be provided. Coverage shall apply on a primary basis.

5. 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. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
6. 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 Proposer's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent Contractors and/or Sub-Contractor's comply with the same insurance requirements referenced above.

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 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.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same of the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

A failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance, 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. (2013). 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. (2013), 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. (2013).

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. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
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

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. Upon completion of the work, the Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe 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 the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager must approve the invoice when it is received. Thereafter, the Contractor must be entitled to payment, as described in Section VI. If, on such inspection the Project manager is not satisfied, he must 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 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. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy and deviation, deficiency, or defect.

Authority – The Contractor(s) are 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(s) 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(s). 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(s) 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, or his/her designee, 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(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

Repair or Replacement – Should any defect appear during the warranty period, the Contractor(s) 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(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) 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/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667

SECTION XVIII **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.

The City must be listed as an original owner on all manufacturer's warranties, if any, for materials and services.

Traffic Control – The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

The foregoing requirements are to be considered as a minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

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/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

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 selected Proposer 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 selected Proposer 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.

Material Safety Data Sheets - The Proposer shall provide MSDS and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City and must be disposed of properly by the Proposer in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Proposer shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

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.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

Permission to Use – The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

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).

Labor and Equipment – The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications. Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times. Include a list of equipment proposed for use (owned and/or leased), with the bid. The City may inspect the equipment prior to awarding the bid, and at any time during the course of the contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excel lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions – The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the county Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work – The Contractor(s) must be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel must be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials must in no way prevent rejection at any time prior to final acceptance of work authorized by the City.

Foreman or Superintendent and Workmen – The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) must provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – The Contractor(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages – The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until Contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the contract documentation. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St., Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

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 XIX **LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XX **SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, member of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) – All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions – The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s). The Contractor needs to have beacon lights and or slow-moving signs on all mowing equipment at all times fully operational. All vehicles used to transport equipment must be coned off when left on the side of the roadway.

OSHA Compliance – Contractor must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XXI
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 XXII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days' notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third-party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Contractor except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

SECTION XXIII
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 XXIV
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 XXV
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Contractor agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXVI
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the BID 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 BID and the Contract to be executed for this BID, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the BID purporting to require confidentiality of any portion of the Proposer's response to the BID, 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 BID 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 BID AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE BID OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXVII
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 XXVIII
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 XXIX
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 XXX
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 XXXI
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 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.

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

CITY OF PORT ST. LUCIE FLORIDA

NATURE'S KEEPER, INC.

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative

State of: Florida County of: St. Lucie

Before me personally appeared: Kristen Bieger
(Please print)

Please check one:

Personally known ✓
Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.
(s/he)

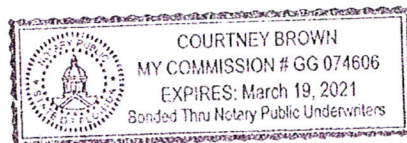
WITNESS my hand and official seal, this 8 day of November, 2019.

[Signature]
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires March 19, 2021

(seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2019

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 Acentria Insurance - Harbor Insurance Agency 6645 South US Highway 1, Port Saint Lucie FL 34952	CONTACT NAME: Carolyn Lombardi	
	PHONE (A/C, No, Ext): 561-623-6408	FAX (A/C, No): 772-460-2315
INSURED Nature's Keeper, Inc. 302 S. Brocksmith Road Fort Pierce FL 34945	E-MAIL ADDRESS: carolyn.lombardi@Acentria.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AUTO OWNERS INSURANCE CO.	
	INSURER B: Bridgefield Employers Ins. Co.	
	INSURER C: Commerce & Industry Ins Co	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 832152042

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Liability ☒ Contractual Liab GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y Y	72465779 FPL004743660	4/26/2019 7/19/2019	4/26/2020 7/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y Y	4946577900	4/26/2019	4/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	4946577901	4/26/2019	4/26/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	83052577	4/26/2019	4/26/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Package Policy Contractors Equipment		72465779	4/26/2019	4/26/2020	Scheduled Equipment 1,612,108 Equip Rented \$500,000 Equip Ded \$1,000.00

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

City of Port St Lucie, a municipality of the State of Florida, its officers, employees & agents and shall include Contract #20190076 Mowing of drainage rights of way, Greenbelts, Ponds & McCarty Ranch WQR Area 1 are included as Additional Insured with respect to General Liability for work being performed for them by the insured per Blanket Additional Insured form 55373 01/07 but only if required by written contract or agreement. Also 55181 12/04 Designated Person or Organization endorsement applies in favor of Certificate Holder. The General Liability policy does also provide Blanket Additional Insured Contractors Products-Completed Operations per form The Business Auto Policy provides "insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability", per form 79001 (03/99) II.1.a.4. Per Project Aggregate Applies regarding the General Liability coverage per General Liability form. Waiver of Transfer of Rights to Recovery Against Others is Included in the General Liability Exl form and the Commercial Automobile Policy. The General Liability coverage is Primary & non-contributory per General Liability per form if required See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Port St Lucie
Procurement Management Department
121 SW Port St Lucie Blvd
Port St Lucie FL 34984

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

AGENCY CUSTOMER ID: NATUKEE-01

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Acentria Insurance - Harbor Insurance Agency		NAMED INSURED Nature's Keeper, Inc. 302 S. Brocksmith Road Fort Pierce FL 34945	
POLICY NUMBER			
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

by written contract. Waiver of Subrogation is included on the Workers Compensation Policy in Favor of The City of Port St Lucie. Executive Officers/Owners are Excluded from Workers Compensation Policy *30 day notice of cancellation, except 10 days for non-payment.

THE TERM OF THIS BOND SHALL BE FROM 01/01/2020 THROUGH 12/31/2020.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.: 54-228142

Executed in 2 Counterpart(s)

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Nature's Keeper, Inc.

302 S Brocksmyth Road

(Here insert full name and address or legal title of Contractor)

Fort Pierce, FL 34945

(772) 467-1230

as Principal, hereinafter called Contractor, and, United Fire & Casualty Company

PO Box 73909

(Here insert full name and address or legal title of Surety)

Cedar Rapids, IA 52407-3909

(319) 399-5700

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Port St. Lucie

(Here insert full name and address or legal title of Owner)

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

(772) 871-5222

as Obligee, hereinafter called Owner, in the amount of Six Hundred Fifty-Five Thousand Four Hundred Thirty-Seven and 00/100

Dollars (\$ 655,437.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated JANUARY 1, 2020, entered into a contract with Owner for

(Here insert full name and address and description of project) Contract #20190076

Mowing of Drainage Rights of Way, Greenbelts, Ponds & McCarty Ranch WQR Area 1, Port St. Lucie, FL

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

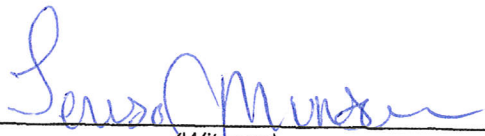
THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

Signed and sealed this

9TH

day of

DECEMBER, 2019


(Witness)

{ Nature's Keeper, Inc.
(Principal) (Seal)

(Title)


(Witness)

{ United Fire & Casualty Company
(Surety) (Seal)

Lisa Roseland
Attorney-in-Fact and FL Lic. Resident Agent
Inquiries: (407) 786-7770

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.: 54-228142

Executed in 2 Counterpart (s)

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Nature's Keeper, Inc.

302 S Brocksmith Road
Fort Pierce, FL 34945

(Here insert full name and address or legal title of Contractor)

(772) 467-1230

as Principal, hereinafter called Principal, and, United Fire & Casualty Company
PO Box 73909

(Here insert full name and address or legal title of Surety)

Cedar Rapids, IA 52407-3909

(319) 399-5700

as Surety, hereinafter called Surety, are held and firmly bound unto City of Port St. Lucie

(Here insert full name and address or legal title of Owner)

121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

(772) 871-5222

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the

amount of Six Hundred Fifty-Five Thousand Four Hundred Thirty-Seven and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 655,437.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated JANUARY 1, 2020, entered into a contract with Owner for

(Here insert full name and address and description of project)

Contract #20190076

Mowing of Drainage Rights of Way, Greenbelts, Ponds & McCarty Ranch WQR Area 1, Port St. Lucie, FL

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

Signed and sealed this

9TH

day of DECEMBER, 2019

Served Menden
(Witness)

{ Nature's Keeper, Inc.
(Principal) (Seal)
[Signature]
(Title)

[Signature]
(Witness)

{ United Fire & Casualty Company
(Surety) (Seal)
[Signature]
Lisa Roseland
Attorney-in-Fact and FL Lic. Resident Agent
Inquiries: (407) 786-7770



KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

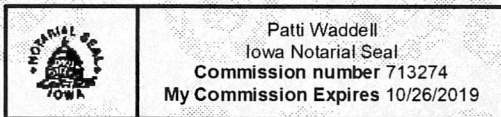


UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Notary Public
My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this _____ day of _____, 20____.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC