

MEMORANDUM

DATE: March 4, 2024

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

FROM: Angelene Frederick, Procurement Contracting Officer I
Procurement Management Department

SUBJECT: Record Retention – A11 (Add Service)

CONTRACT: 20180111

CONTRACT TITLE: Citywide Pest Services

VENDOR NAME: Hulett Environmental Services

VENDOR ADDRESS: 2820 Reynolds Drive

CITY & STATE: Fort Pierce, FL 34945

APPROVED BY COUNCIL: Not required.

-Contract amount is less than \$50,000

AMENDMENT #11: to add Termite Baiting Service for five (5) playgrounds
at PSL Botanical Gardens.

CONTRACT TERM: 36 Months with one (1) Renewable 36 month terms.

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



CONTRACT AMENDMENT

This Amendment #11 for the Hulett Environmental Services Contract #20180111 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #11 is fully executed.

Contractor's Full Legal Name:	Hulett Environmental Services
Solicitation No./Event ID:	20180111
Solicitation Title/Event Name:	Citywide Pest Services
Contract Award Date:	7/30/2018
Initial Current Contract Term:	36 months
Current Contract Expiration Date:	July 31, 2024
Requested Contract Expiration Date:	July 31, 2024
Initial Contract Amount:	\$11,344.80
Current Contract Amended Amount:	\$18,089.00
Requested Financial Change Amount:	\$9,082.00
New Contract Amount:	\$27,171.00
Amendment No.:	11
Amendment Type:	Terms Revision

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract # 20180111 between Hulet Environmental Services and the City of Port St. Lucie, dated July 30, 2018, are hereby incorporated and made a part of that Contract.

This Amendment #11 is for the items outlined below.

1. The Scope of Work is as follows:

Sentricon termite baiting stations will be installed around a total of 1408 linear feet of concrete retaining walls to the five (5) new playgrounds at Port Saint Lucie Botanical Gardens.

The playgrounds areas are as follows – (Playground Termite Baiting)

- a. Gator Gulch (384')
- b. Sallaway Schooner (256')
- c. Peacock Playhouse (224')
- d. Swing & Swirl Slough (352')
- e. Pioneer Perch (192')

2. The additional cost is as follows:

Description	Qty	Unit	Unit Cost	Total
Hulett's Healthy Home Termite Program	1	1	\$ 7392.00	\$ 7,392.00
Annual Warranty	1	1	\$ 1,690.00	\$ 1,690.00
Total				\$ 9,082.00

3. **SCRUTINIZED COMPANIES.** By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and as may be amended from time to time, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor as defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a

contract for goods or services of any amount, should the City determine that the conditions set forth in § 287.135(4), Florida Statutes, are met.

4. **AUDITS.** The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall also ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

5. **FORCE MAJURE.** Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.
6. **CONSTRUCTION.** The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms

or provisions within each provision or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

- 7. NON-EXCLUSIVITY.** Contractor acknowledges and agrees that this Contract is non-exclusive.

8. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- 9. COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

- 10. E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

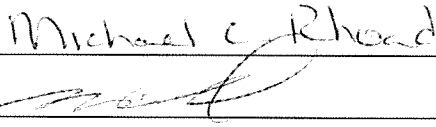
1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized

- alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
 4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the Contract with the subcontractor.
 11. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
 12. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision in Section XXII of the Contract.
5. **SUCCESSORS AND ASSIGNS.** This Amendment #11 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #11, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #11 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

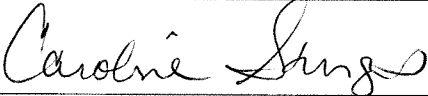
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IN WITNESS WHEREOF, the parties have caused this Amendment #11 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Hulett Environmental Services
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael C. Rhoad Branch Manager
Date:	
Company Address:	2220 Reynolds Dr. Ft. Pierce, FL 34945

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	3/4/2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

EAT! It's what termites do.

They tunnel from colonies hidden underground through the soil to find sources of food — including your home. Termites can enter your home through cracks in concrete and openings as small as 1/16 inch. The Sentricon® system uses this constant foraging, their very nature, against them. They prefer the bait used in Sentricon stations nearly 10 times more than wood, so they eat it instead of your house. And when they eat it, they can't molt. And when they can't molt, they die.

**1/16 INCH
GAP OR CRACK
LEAVES YOU VULNERABLE
TO TERMITES**

TERMITES CAN TRAVEL MORE THAN 100 YARDS IN SEARCH OF FOOD.



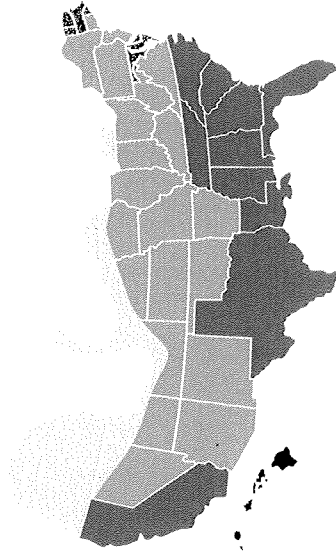
**IF YOUR NEIGHBOR'S NEIGHBOR HAS TERMITES,
YOU COULD, TOO.**

- Thousands — sometimes millions — of subterranean termites live in an underground colony
- Worker termites forage continuously in search of food to feed the other colony members, including the queen
- Termites build tubes of mud to connect their soil foraging tunnels with food sources — like your home
- Just as a tree expands its branches to gather sunlight and nutrients, a termite colony expands its underground network of tunnels in search of food
- Multiple termite colonies can live near your home, all in search of food



"SILENT DESTROYER"
USUALLY, TERMITES GO UNNOTICED UNTIL AFTER
THE DAMAGE IS DONE.

TERMITES LIVE WHERE YOU DO.



SLIGHT MODERATE HEAVY VERY HEAVY

**9 OUT OF 10 HOMEOWNERS
WITH THE SENTRICON® SYSTEM
DECIDE TO KEEP IT.
BECAUSE IT WORKS.**



**TERMITE DAMAGE
IS RARELY COVERED BY
HOMEOWNERS INSURANCE.**



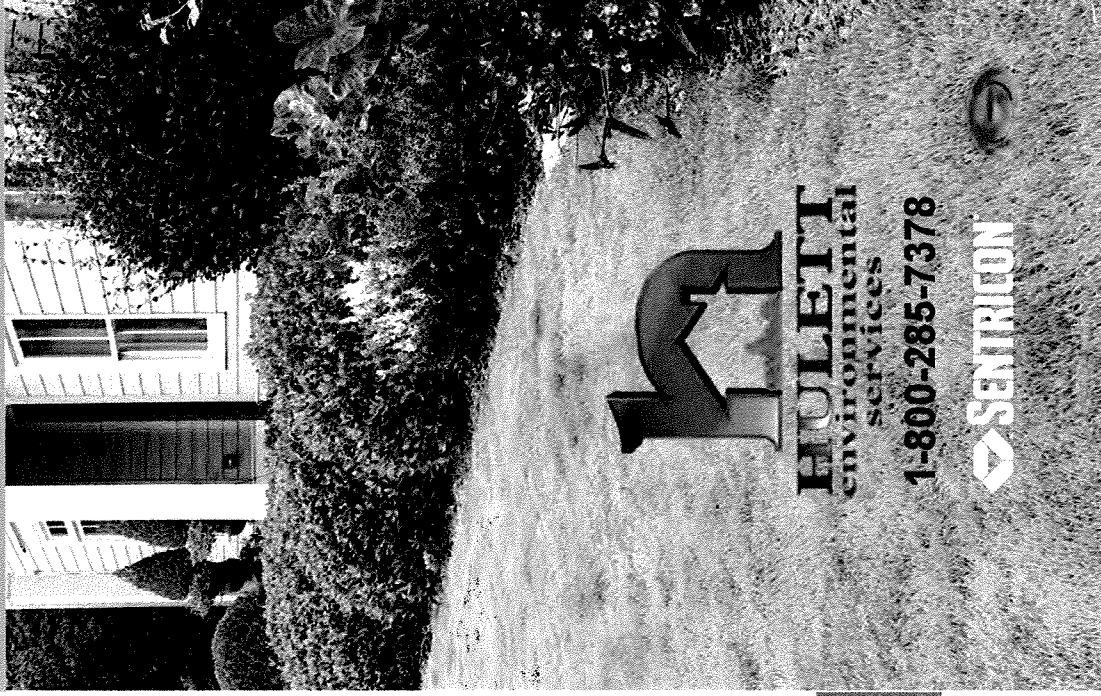
ACTUALLY, LESS THAN
RARELY.

**REPAIRS CAN COST
THOUSANDS\$.**

The Sentricon® system begins working as soon as it's put in the ground. And with ongoing service from a Certified Sentricon Specialist™, it keeps protecting your home 24/7/365, year after year.



**IT'S YOUR HOME.
PROTECT IT FROM
AN AROUND-THE-CLOCK
EATING MACHINE.**



HULETT
environmental
services

1-800-285-7378





Owner/Agent: City PSL Playground Phone: 772-344-4200 Date Inspected: 2/13/2024 Job Date: _____

Property Address: 2410 Se Westmoreland Blvd City: Port Saint Lucie State: FL Zip: 34952-5301

4:17 PM Tue Feb 13

Annotate

Edit PDF

Fill & Sign

Export

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Signature

Date

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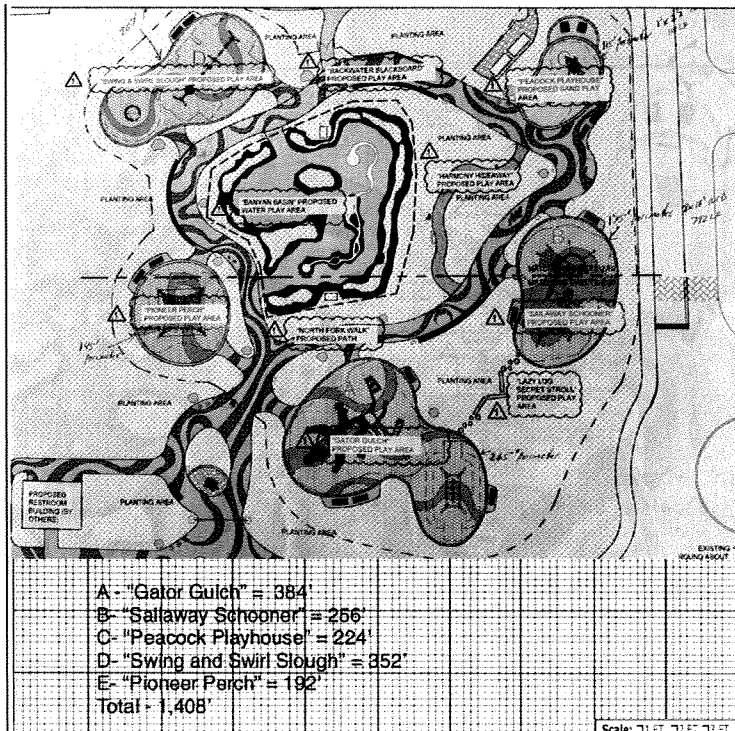
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734036 Matt Cornell Santricon

720448 City of PSL Santricon



Property Information

Cubic Ft.: 0 Linear Ft.: 1408

Square Ft.: 0

Insulation Type: Spray Foam

Roof: Other

Other: _____

of Attic hatches: 0

of Windows: 0

of Doors: 0

Foundation Type: Crawl

Structure Type: Wood Frame

Siding: Stucco Above Grade

Below Grade? ☐ Yes ☒ No

Solar Panels? ☐ Yes ☒ No

Roof Loading Fee? ☐ Yes ☒ No

Metal Roof? ☐ Yes ☒ No

Steep Roof? ☐ Yes ☒ No

Is Electricity Available? ☒ Yes ☐ No

Is Water Available? ☒ Yes ☐ No

Is there a Gas Meter? ☐ Yes ☒ No

Debris/Storage near Structure? ☐ Heavy ☒ Light

Are there Live Termites? ☐ Yes ☒ No

Shrubs Need Trimming ☐ Yes ☒ No

Remove Form Boards? ☐ Yes ☒ No

Wood-to-Ground Contact? ☐ Yes ☒ No

MOSQUITO

RABT Resting Area Barrier Treatment
TWR Temporary Water Retention Areas
PWR Permanent Water Retention Areas
AC Artificial Containers
PTN Perimeter Treatment Needed
LAR Larvicide
MMSF Monomolecular Surface Film

TERMITE

PHD Possible Hidden Damage
TX Evidence of Infestation
ST Subterranean Termites
DWT Drywood Termites
PPB Powder Post Beetles
WB Wood Borers
E/W Earth-to-Wood Contact
M Moisture

LAWN & SHRUBS

LX Existing Damage
SCI Sprinkler Coverage Issues
UNC* Uncontrollable - Listed*
POW Powerline Interference
STB Specific Treatment Boundaries

Infested Area	Location	Type
Attic		<input type="checkbox"/> Dwt <input type="checkbox"/> Sub
Finished Floor		<input type="checkbox"/> Dwt <input type="checkbox"/> Sub
Sub Floor		<input type="checkbox"/> Dwt <input type="checkbox"/> Sub
Interior Frames		<input type="checkbox"/> Dwt <input type="checkbox"/> Sub
Door Frames		<input type="checkbox"/> Dwt <input type="checkbox"/> Sub
Window Frames		<input type="checkbox"/> Dwt <input type="checkbox"/> Sub
Exterior		<input type="checkbox"/> Dwt <input type="checkbox"/> Sub

Special Instructions:

Dan Marin #02848

Hulett Representative

2/13/2024

Date

2/13/2024

Date

Customer Authorized Agent Signature



Bugs.com



HealthyHome

SUBTERRANEAN TERMITE AGREEMENT

- Pest Prevention
 - Lawn Spraying & Fertilization
 - Termite Control
 - Rodent Control
- Bugs.com**

☐ Residential ☒ Commercial Notice of Inspection and/or Treatment Affixed. ☐ Attic ☐ Crawl ☐ Main Elec. Panel
Date of Inspection: 2/13/2024 Branch: 02 Treasure Coast ☐ Same As Service Address Account #: 720488

SERVICE	Name Port Saint Lucie Parks and Recreation	BILLING	Name .
	Service Address 2410 Se Westmoreland Blvd		Billing Address .
	City State Zip Code Port Saint Lucie FL 34952-5301		City State Zip Code .
	Service Phone Business/Cell Phone 772-344-4200		Service Phone Business/Cell Phone .
	E-mail Address Additional Contact # anobili@cityofpsl.com		E-mail Address Additional Contact # .

TERMITE PROGRAMS

This Agreement specifically includes coverage for the following: Eastern, Formosan, Asian and West Indian Subterranean Termites.

☐ Control ☐ Preventative ☒ **Retreatment Only** ☐ **Retreatment & Repair**
(Subterranean Termite Damage Replacement Addendum Required)

☐ **Liquid Defense Treatment** Initial: \$ _____ Renewal: \$ _____
Made from a revolutionary new liquid technology, this treatment is one of the most effective termite control solutions. Subterranean termites come in contact with the liquid treatment and then transfer it to other termites in the colony.

☒ **Termite Baiting System** Initial: \$ 7,392 Renewal: \$ 1,690
Termite bait stations are placed in prime termite-foraging areas around the structure. The stations are installed with the bait already in the station, providing protection against subterranean termite activity on the first day. The termites find the station, tunnel back to their colony, and recruit their nestmates back to feed on the bait.

PROPERTY INFORMATION

of Structures: 5 Type: Other Other: Playground
Linear Foot: 1408 Square Foot: 0 Cubic Foot: 0
☐ Concrete Block Structure ☐ Wood Frame ☐ Brick Veneer
☐ Wood Frame Stucco with stucco below grade
Slab Type: ☐ Floating ☐ Mono
Crawl Type: ☐ Open ☐ Enclosed

Special Instructions:

Sentricon stations will be installed around the concrete retaining walls to the 5 new playgrounds at Port Saint Lucie Botanical Gardens. Playground Will have foam floors on top of compacted stone incased by concrete retaining walls.

PAYMENT INFORMATION

☐ Cash ☐ Check # _____ ☒ **EasyPay** ☐ ACH ☐ Visa
Amount Collected: _____ ☐ MasterCard ☐ Discover ☐ AMEX

Initial Treatment

Annual Warranty

Service Description	Initial Price	Recurring Price
Hulett's Healthy Home Termite Program	\$7,392.00	\$1,690.00

Total Initial Price \$7,392.00

2820 Reynolds Dr

Service Center Address

Dan Marin #02848

Hulett Representative

2/13/2024

Date

Buyer's Right to Cancel: If this is a home solicitation sale and Customer does not want the goods or services, Customer may cancel this Agreement by giving written notice of cancellation to HES before midnight of the third business day after the day Customer signed this Agreement.

2/13/2024

Customer Authorized Agent

Date

Thank you for choosing our Termite Service!
The Highest compliment we can receive is a referral from a customer!

By initialing this provision, Customer acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained on the front and back of this Agreement that affect HES' obligation to retreat the property and, if purchased, those contained within the Subterranean Termite Damage Replacement Addendum affecting HES' obligation to repair the property.

GENERAL TERMS AND CONDITIONS

1. **SPECIFIC EXCLUSIONS FOR RETREATMENT ONLY SERVICE:** Unless the *Retreatment and Repair* option is selected on the front of this Agreement, Hulett Environmental Services (HES) is only obligated to retreat the Structure(s) if a live infestation of subterranean termites occurs following the initial treatment or service. Customer otherwise expressly waives and releases HES from any liability whatsoever for:
 - a. Damage of **ANY** nature to the Structure(s) or its contents resulting from any species of subterranean termites, including Eastern, Formosan, Asian or West Indian subterranean termites, or any other insect, pest, mold, fungi or wood-destroying organism, including any of their respective aerial infestations;
 - b. Damage and/or remedial treatments resulting from a disruption of the liquid termiticide barrier or conditions conducive to subterranean termite infestation or the *Termite Baiting System* or from the introduction of infested wood and/or furniture into the Structure(s) following the initial service;
 - c. Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc.; or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income or business opportunities, which arose as a result of an infestation or damage caused by subterranean termites or any service provided by this Agreement;
 - d. Attorney's fees of any kind, including those provided by any statute, including a Proposals for Settlement and Load Star Multiplier, and any state or federal rule or procedure, with the exception of prevailing party fees awarded as a result of any collection action addressed in **NON-PAYMENT** provision (Paragraph 13) below;
 - e. Injury or death to any domestic pets or feral animals; and
 - f. Damage caused by HES to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement.
2. **SPECIFIC EXCLUSIONS FOR RETREATMENT AND REPAIR OPTION:** If the *Retreatment and Repair* option is selected on the front of this Agreement, and Customer elects to purchase the *Retreatment and Repair* option found on the front of this Agreement, HES shall issue a *Subterranean Termite Damage Replacement Addendum* that modifies the terms, limitations, conditions and exclusions found within this Agreement. See our *Subterranean Termite Damage Replacement Addendum* for details.
3. **LIMITATION ON LIABILITY:** In the event that any of the exclusions in Paragraphs 1 or 2 do not apply for any reason, to include HES' negligence or breach of this Agreement, HES' liability for any claim whatsoever is limited to a return of the "Total 1st Year Charge" indicated on the front of this Agreement. This Agreement is not intended to benefit any person or entity other than the named Customer or subsequent Transferee.
4. **INSPECTIONS AND DUTY TO AVOID CONDUCTIVE CONDITIONS:** During the effective period of this Agreement, HES will inspect the premises at such time as HES may deem necessary or upon Customer's request. The Customer shall make the Structure(s) available for inspection upon reasonable notice. Customer agrees to cooperate with HES during the term of this Agreement by avoiding and eliminating those conditions or factors that might contribute to a subterranean termite infestation or might disrupt the effectiveness of any treatment, whether conventional liquid treatment or baiting system. These conditions include, but are not limited to, construction defects, stucco terminated below grade, Exterior Insulation and Finish System (EIFS) or "synthetic stucco", wood, trash, direct wood to soil contact, tree stumps, standing water or aboveground moisture accumulations caused by any natural or man-made source. Such moisture accumulations include, but are not limited to, condensation, leaks from exterior walls, windows, doors, roofs, skylights, chimneys, gutters, downspouts, plumbing, plumbing fixtures, sprinkler systems, air conditions and heating systems (including condensate drains and duct work) or inadequate ventilation. In no event is HES responsible for damage to the Structure(s) or its contents resulting from any conditions conducive to a subterranean termite infestation. Customer agrees to eliminate any conducive conditions identified within sixty (60) days of HES' written notification. Customer's failure to eliminate the conducive condition within sixty (60) day will render this Agreement voidable, in part or in whole, by HES. If conducive conditions are found at the time of the initial inspection, these conditions will be noted on the front this Agreement. Unless corrected within sixty (60) days from the date of this Agreement, HES shall have no responsibility for any remedial service, damage or retreatments arising from any infestation or damage that results from any conducive conditions identified during the initial inspection and noted herein.
5. **RETREATMENT:** Subject to the terms of this Agreement, HES will apply any necessary *Liquid Defense Treatments* or service to the *Termite Baiting System* at no additional charge to Customer if an active infestation of subterranean termites occurs in the Structure(s) while this Agreement is in effect.
6. **MODIFICATIONS OR ALTERATIONS TO STRUCTURE(S):** This Agreement only covers the Structure(s) identified on the front page of this Agreement. The Customer shall provide notification to HES in writing prior to any alteration, addition, modification or change to the Structure(s). The Customer further agrees to notify HES of any disruption to the termiticide barrier surrounding or beneath the perimeter of the Structure(s) (to include the disruption, removal or addition to the soil surrounding the foundation of the Structure(s)) or disturbing any of the *Termite Baiting System's* components. HES shall have the right to terminate this Agreement if Customer fails to provide the written notification required under this section. Any additional treatment or service required due to any alteration, addition, modification or change to the Structure(s) or any disruption of the termiticide barrier or disturbance to the *Termite Baiting System* will be provided by HES at Customer's expense. Customer agrees that HES shall have the right to charge an additional fee or increase the renewal fee stated on the front page of this Agreement, or both, as a result of such alteration, addition, modification, or change to the Structure(s) or disruption to the termiticide barrier or disturbance to the *Termite Baiting System* that occurs while this Agreement is in effect.
7. **CHANGE IN LAW:** Should any federal, state or local law or regulation change regarding this Agreement or the treatment or services rendered hereunder, HES is authorized to take any action necessary to comply with said laws. If HES cannot modify its Agreement, treatments or services to comply with such change in the law, then HES reserves the right to immediately terminate this Agreement.
8. **NOTIFICATION OF SENSITIVITY OF PESTICIDES:** If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, Customer shall provide HES with written notice prior to any treatment to service to the Structure(s). HES reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such written notification represents Customer's assumption of the risk and waiver of any claims against HES in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless HES from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants (including invitees and licensees) to the Property, if Customer fails to provide the above written notice.
9. **BINDING ARBITRATION:** With the exception of the **NON-PAYMENT** provision (Paragraph 13 below), Customer and HES agree that any and all controversies or claims between them, their principals, agents, representatives, successors, or assigns, arising in any way out of, or relating to, this Agreement and/or the subject property shall be settled solely and exclusively by arbitration. Such arbitration shall be conducted in Palm Beach County, Florida, using the substantive law of Florida, and in accordance with the Voluntary Binding Arbitration provisions of Section 44.104, Florida Statutes. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be qualified in termite control and building construction matters by education, experience, licensing and training to deal with the issues. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered as a judgment by any court of competent jurisdiction. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of the arbitrator's decision or (2) appointment of an arbitrator if one cannot be mutually agreed upon. The parties specifically agree that the sole and exclusive venue of any suit shall be Palm Beach County, Florida. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.
10. **TRANSFERABILITY:** This Agreement is transferable to a new owner of the Structure(s) at HES' discretion. If HES consents to such transfer, the annual renewal fee may be adjusted.
11. **TERMINATION:** HES's responsibilities, duties, obligations, and any liabilities under this Agreement shall terminate if HES is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or by the Customer's interference or refusal to provide HES with access to Structure(s).
12. **SEVERABILITY:** Customer agrees that if any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.
13. **NON-PAYMENT:** Notwithstanding any provision within this Agreement to the contrary, HES may initiate legal action to recover all unpaid balances. In the event a collection agency is utilized or legal action becomes necessary to recover any unpaid balances, Customer will be responsible to pay all expenses associated with said collection, including attorney's fees and costs. In the event that Customer fails to pay any sum due and owed under the terms of this Agreement, HES has the right to immediately terminate this Agreement.

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THE LIQUID DEFENSE TREATMENT

1. **INCLUDED DOCUMENTS:** Customer acknowledges receipt of and agrees to comply with the *Customer Preparation Sheet for Post-Construction Subterranean Termite Treatments* and *Customer Fact Sheet for Subterranean Termites* provided by HES, which are incorporated by reference into this Agreement.

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THE TERMITE BAITING SYSTEM

1. **SERVICE EXPECTATION:** The *Termite Baiting System* relies on the natural foraging habit of subterranean termites to achieve control or elimination of their colonies. Achievement of this end result may take time and is dependent on the size and number of colonies present, the number of conducive conditions, the treatment method used, and the number and placement of the stations that are deployed. Additional damage to the Structure(s) may occur because of the time required to gain control. During the one (1) year term of this Agreement, HES will keep Customer advised of any new or increased activity in the monitoring stations, as well as the addition, removal or redeployment of the monitoring stations. Dow AgroSciences, LLC's product information regarding the characteristics of the system will be provided to Customer prior to system installation. HES reserves the right to change the brand of systemic termite control system in use at the Structure(s) at its discretion.
2. **OWNERSHIP OF TERMITE BAITING SYSTEM COMPONENTS:** The Customer understands and agrees that all components of the *Termite Baiting System* are and remain the property of HES or Dow AgroSciences, LLC. Upon termination of this Agreement for any reason, Customer grants HES or Dow AgroSciences, LLC permission to enter the service address and Structure(s) to recover all *Termite Baiting System* components.

RETREATMENT AND REPAIR OPTION

If Customer elects to purchase the *Retreatment and Repair* option found on the front of this Agreement, HES shall issue a *Subterranean Termite Damage Replacement Addendum* that modifies the terms, limitations, conditions and exclusions found within this Agreement. See our *Subterranean Termite Damage Replacement Addendum* for details.

Moneyback Guarantee: *This guarantee becomes effective 1 year from the date of the initial treatment and is conditioned upon the customer following HES's instructions as outlined in this Agreement, as well as the completion of all requested repairs and maintenance within 30 days of our initial inspection. A current balance, maximum 30 days, must be maintained on all HES's services to receive any refund under this guarantee. The refunded amount shall not exceed the amount of your annual renewal payment. Requests for refunds under this guarantee must be made in writing following a joint inspection of the property by an HES manager and Customer.

Thank you for choosing Hulett Environmental Services, Pest Control's Finest!

www.bugs.com

1-800-285-PEST (7378)



Customer Fact Sheet for Subterranean Termites

PLEASE NOTE that this form must be acknowledged by the Customer or Customer's Representative prior to any service(s) being performed. This form is also incorporated into your Service Agreement by reference. Refer to the Terms and Conditions of your executed Service Agreement for additional information.

What Are Subterranean Termites? Subterranean termites are both native and exotic (non-native) pests that live in colonies within the soil. Subterranean termites are the most destructive and most frequently encountered termite in Florida. Even though subterranean termites nest in the soil, they can attack structures by constructing mud tubes that connect their earthen nest to the wood inside of the structure. Subterranean termites are also capable of building aerial nests if all social groups of the termite hierarchy are present and a moisture source is available. Subterranean termites are social insects, meaning that they have a reproductives (king and queen) and many sterile nestmates. These sterile members - called workers and soldiers - do the majority of the work within the colony, while the king and queen remain together to produce more sterile nestmates for up to ten (10) years.

Subterranean Termite Facts:

- Termites don't sleep, take vacations, or holidays. They work 24 hours per day, 365 days per year.
- They eat cellulosic materials, including drywall, paper, fiberboard, cotton fabrics, plant fibers, and, most obviously, wood.
- The colonies are in soil to retain moisture, but also may sometimes also be found in wet wood.
- Subterranean termites will attack wood that is in direct contact with the ground.
- They build mud tubes to reach wood several feet aboveground, sometimes reaching fifty (50) or sixty (60) feet in length.
- Colonies can reach as many as three million (3,000,000) individuals for native subterranean termites, while exotic (non-native) termites may reach the five million (5,000,000) member mark in a mature colony.
- If large numbers are found swarming inside of a structure, it is a good indicator of a mature infestation.
- If large numbers are found swarming outside of a structure, it doesn't necessarily mean that the structure is infested, but is a definite reason to investigate the structure further.
- Colonies can operate in up to a three hundred (300) foot radius, with twelve (12) to eighteen (18) feeding sites, and members of the colony are constantly foraging for new feeding sites in that radius.

How Our Treatments Work. Subterranean termites tunnel through the top few inches of soil, foraging for food to feed their underground colony. The two treatment methods consist of Baiting or Liquid Defense. Foraging termites prefer our Bait more than wood, and once the Bait Stations installed around the perimeter of your home are discovered, the termites recruit others to feed. Once our Bait is ingested, it is spread throughout the colony, and the colony is prevented from molting and is eliminated. Our Liquid Defense subterranean termite control utilizes the newest non-repellent technology, employing a "stealth" termiticide that termites cannot detect until it's too late. This product is deployed to create a total barrier treatment around the perimeter of the structure into the top few inches of soil. As the termites attempt to forage, they unknowingly encounter the product and are eliminated, creating a complete barrier of protection surrounding your home.

What To Expect After Our Treatment. With our subterranean termite treatments, active termites in the treatment area will be exposed to the termiticide and immediately begin to transfer the product to other members of the colony. Due to their small size and relatively slow speed, however, the process can't be expected to collapse the colony in a short amount of time. In fact, you may even experience a swarm from the colony as it is starting to die off - it is their way of trying to save themselves from the treatment, indicating that the treatment is working and there is no need to worry. Swarms do not cause damage to the structure, will not sting you, and will not bite you. These are the termites that become the reproductives within a newly founded colony. Termite swarms only enter wood that is relatively sound with no varnishes, paints, or other coatings. They oftentimes will not enter plywood or particle board because it is not solid. Using something as simple as Windex or another household cleaner will kill the swarms on contact and can then be cleaned up easily.

If you have any further questions, please do not hesitate to contact us directly at 800-285-7378.

For Internal Use Only

Account # 720488

St Lucie Parks and Recreation

Customer's Printed Name (or Customer's Representative)

2/13/2024

Customer's Signature (or Customer's Representative)

Date

TE023 06/19
Hulett Environmental Services © 2019



Customer Preparation Sheet for Post-Construction Subterranean Termite Treatments

PLEASE NOTE that this form must be acknowledged and all customer preparation work must be completed prior to any service(s) being performed. This form is also incorporated into your Service Agreement by reference. Refer to the Terms and Conditions of your executed Service Agreement for additional information.

1. Subterranean termite treatments are intended to provide control for the entire structure and, therefore, access to all areas, affected or unaffected, within and around the Structure(s) must be permitted.
2. Customer or Customer's Representative must be present at the property during the scheduled time or service in order for all interior treatments to be performed. Customer's Representative must be at least 18 years of age to allow entry into the home. Your treatment may need to be rescheduled if interior access is not permitted or if Customer's Representative is not at least 18 years of age.
3. Access to crawl spaces must be permitted. Crawl space areas must be clutter-free, debris-free, and free of any wildlife in order for the technician to perform services. Service may need to be rescheduled if crawl access is not permitted.
4. Items on the exterior of Structure(s) must be removed or moved a minimum of five (5) feet away from any exterior wall of the Structure(s) to be treated. Service may need to be rescheduled if exterior access is not permitted.
5. Subterranean termite treatments may utilize trench and treat methods, down (vertical) drilling, horizontal drilling, and/or rodding. Hulett is not responsible for damage that may occur from trenching, drilling, or rodding the property.
6. Drilling of abutting slabs, such as additions, garages, pool decks, etc..., is required during a post-construction subterranean termite treatment. Access to these areas must be permitted in order for the technician to perform services.
7. Subterranean termite treatments utilizing a bait system require installation of bait stations in the topsoil, abutting slab and pool deck boring around the perimeter of your home. Hulett Environmental Services is not responsible for any damage that may occur during these installations.
8. Any conducive conditions, such as excessive moisture, must be corrected or repaired within sixty (60) days so as not to affect your service warranty and limit the effectiveness of the treatment.

During the normal course of work to be performed, it may be necessary to bore or drill holes around patios, sidewalks, driveways, pool decks, entrance ways, and interior expansion joints. Every effort will be made to leave the premises as it was found, less the termites. However, due to the nature of our work, we cannot guarantee against a nicked or cracked tile. Per proper treatment methods, these areas must be treated. Every precaution will be taken, but Hulett cannot be responsible for replacing or repairing broken, cracked or nicked tiles. Patching of the drill holes will be done with white, latex-based concrete material. If Customer has tile grout that was originally used, Hulett will be happy to use it in place of the replacement patching material. Horizontal drill holes in floating type slabs will be patched with white, latex-based concrete material. The patches can be spot painted with any exterior paint. However, Hulett is not responsible for the painting of the patched holes.

Initials YES, I have read and understand this *Customer Preparation Sheet for Post-Construction Subterranean Termite Treatments* and hereby release Hulett Environmental Services from any claims relating to drilling procedures for subterranean termite treatments.

Initials NO, I refuse to authorize Hulett to drill as explained above. In doing so, I understand and acknowledge that Hulett cannot effectively control subterranean termites without utilizing the proper treatment methods. In doing so, Customer waives all claims and holds Hulett harmless for any treatment, service or damage attendant to or arising from Customer's refusal to allow Hulett to drill or bores hole necessary to provide effective control for subterranean termites.

Waiver of Liability Related to the Application of Spray Foam Insulation or for the Installation of Crawl Space Encapsulation Systems

Initials The current or subsequent installation of Closed Cell or Open Cell Spray Foam insulation (Polyurethane based products, Polystyrenes, Polyisocyanurates, Polyisocyanurates and all similar materials collectively referred to as foam materials) to a crawlspace area, attic area, or an area behind any type of siding or installation of a crawlspace encapsulation system limits or prohibits Hulett Environmental Services, Inc. ("Hulett") from properly inspecting and treating the concealed areas of the serviced structure. As a result, Customer waives any and all claims against Hulett for improper treatment, inspection (including, but not limited to the detection of termite activity or the identification of conducive conditions such as moisture) or termite damage associated with the installation of Closed Cell or Open Cell Spray Foam insulation or the installation of a crawlspace encapsulation system. This Waiver is executed in conjunction with Hulett's Healthy Home Subterranean Termite Service Agreement of same date.

Crawling insects may immediately re-enter and infest your home. Often, homes have an invasion of ants after treatment. The ants are attracted to the dead termites. Hulett recommends a general pest control service is performed while the home is being treated for termites.

☐ Hulett currently provides Healthy Home Pest Prevention service.

☐ YES, I would like Hulett to start their Healthy Home Pest Prevention service. Initial Service: \$_____ Monthly Billing\$_____.

☐ NO thanks, I would not like Hulett to perform their Healthy Home Pest Prevention service on my home at this time.

Dan Marin #02848

2/13/2024

2/13/2024

Hulett Representative

Date

Customer (or Representative) Signature

Date

For Internal Use Only - Account # 720488

TE024 01/21
HES © 2019



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

CONSUMER NOTICE FORM

ADAM H. PUTNAM
COMMISSIONER

Rule 5E-14.105, F.A.C.
Telephone: (850) 617-7996; Fax: (850) 617-7968

Bureau of Inspection and Incident
Response
3125 Conner Blvd, Suite N,
Tallahassee, FL 32399-1650
biircomplaints@freshfromflorida.com

720488

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
- The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
- These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or where siding makes it hard to see termite infestation

Examples of this are:

- Cracks in concrete slabs
- Wood or wall siding in contact with ground
- Plumbing leaks
- Leaks in the roof
- Water accumulating against side of house

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.
- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: biircomplaints@freshfromflorida.com.

I understand that I am entering into a contract with Hulett Environmental Services (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

City PSL Playground

Print Name of Consumer

Date: 2/13/2024

Signature of Consumer

Dan Marin #02848

Print Name of Pest Control Representative

Signature of Pest Control Representative

FDACS-13692 Rev. 09/15

Title: Property Owner or authorized agent

Date: 2/13/2024

Company: Hulett Environmental Services

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hulett Environmental Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7670 Okeechobee Blvd.

6 City, state, and ZIP code

West Palm Beach, FL 33411

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 2 8 2 3 5 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ►

1/8/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



HULEENV-02

JVEGA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

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 have ADDITIONAL INSURED provisions or 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 Evergreen Insurance Agency 583 105th Ave. N Suite 2 Royal Palm Beach, FL 33411	CONTACT NAME: PHONE (A/C, No, Ext): (561) 966-8883 FAX (A/C, No): (561) 964-8885 E-MAIL ADDRESS: info@evergreeninsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Florida Citrus, Business & Industries Fund
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	10667485-2023	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation in favor of the City of Port St Lucie, a Municipality of State of Florida, its officers, employee's and agents applies.
State requirement of 10 days for nonpayment and 45 days for all other reasons for cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Port St. Lucie 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
--	---

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 11/1/2023 Policy No. 10667485-2023

Endorsement No.

Policy Effective Dates: 11/01/2023 - 11/01/2024

Premium \$

Insured: HULETT ENVIRONMENTAL SERVICES INC

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13

(Ed. 4-84)

Countersigned by

